

[Mr. Speaker]

[17th August 1960]

If the number of candidates nominated exceeds the number of seats to be filled, viz., *three*, a poll will be taken on Thursday, the 8th September 1960 between the hours of 10 a.m. and 1 p.m.

IV.—ANNOUNCEMENTS—*cont.*

(2) MADRAS GENERAL SALES TAX (AMENDMENT) BILL, 1960.

MR. SPEAKER: I have to announce that the Governor has given his recommendation to the introduction in the Madras Legislative Assembly of the Madras General Sales Tax (Amendment) Bill, 1960.

VIII.—GOVERNMENT BILLS.

(1) THE MADRAS GENERAL SALES TAX (AMENDMENT) BILL, 1960

(L.A. BILL NO. 25 OF 1960).

THE HON. SRI R. VENKATARAMAN: Sir, I beg leave to introduce the Madras General Sales Tax (Amendment) Bill, 1960.*

MR. SPEAKER: The question is—

“that leave be granted for the introduction of the Madras General Sales Tax (Amendment) Bill 1960.”

The motion was put and carried, and leave was granted.

THE HON. SRI R. VENKATARAMAN: Sir, I introduce the Bill.

MR. SPEAKER: The Bill is introduced.

(2) THE MADRAS BUILDINGS (LEASE AND RENT CONTROL) BILL 1959

(L.A. BILL NO. 20 OF 1959)—*cont.*Clause 10—*cont.*

MR. SPEAKER: Now we shall continue discussion on Clause 10. Yesterday hon. Members Sri Srinivasa Iyer and Sri Sankaran have spoken. We will now continue the further discussion on Clause 10.

SRI S. LAZAR: Clause 10, operative part of the Bill, relates to prevention of eviction of tenants. In this clause, apart from provisions already existing as per recommendations of the Joint Select Committee, Government have brought forward certain amendments. I would like to deal with those amendments. In Amendment No. 47 brought forward by Government in item (i) (a) of sub-clause (3) it is stated as follows:—

“(i) in case it is a residential building, if the landlord requires it for his own occupation or for the occupation of his son and if he is or his son is not occupying a residential building of his own in the city, town or village concerned;”

I think the word “is” occurring after the words “if he” in line 3 is out of place. I think it is a mistake which has crept in at the time of typing the amendment. If the landlord requires

17th August 1960]

[Sri S. Lazar]

the building for his occupation or that of his son, he is given power to evict the tenant. Therefore the word "is" occurring after the words "if he" in line 3 as indicated above may be deleted. It is purely a clerical mistake. If the word "is" is omitted, that would be the correct way of expressing it.

Further down in the Government amendment it is stated as follows :

(ii) in item (b) after the words "landlord of a building" insert the words "whether residential or non-residential".

What is stated in sub-clause (b) is if the landlord of a building happens to be a religious, charitable, educational or other public institution, then it may, if the building is required for purposes of institution, apply to the Controller for an order directing the tenant to put the institution in possession of the building.

My own impression is that the existing provision is quite all right. I do not think there is any necessity for further clarification to landlord. Whether residential or non-residential, as pointed out the other day, the word 'building' has been now amended. After the amendment of the Government it may either be residential or non-residential. Perhaps, if the definition already existing in the Bill were to be considered, this amendment may be necessary. Now the Government are saying that it will apply to both residential as well as non-residential. When such is the case, I do not think it is necessary to clarify it now because it applies to both residential and non-residential. Further down in the next sub-clause, it is stated after the words "part of a building" insert the words "whether residential or non-residential". This will be unnecessary repetition. Perhaps since it is found in the existing enactment, it has been incorporated here also. That is my reading of the situation, because the words 'part of a building' are comprehensive.

Coming to the amendment, which I have moved, it is not only the landlord and his son who must be enabled to evict the tenant for purposes of personal occupation either by the landlord or his son, but this privilege must be made available to the other dependents of the family also. Even if the Government may not be able to afford this privilege to the other members of the family, I see no reason in giving this special privilege to the daughters also. Sir, it has been the policy of the Government and it has been so written in the Constitution that there cannot be any discrimination between men and women. As I have said, after having enacted a number of new Acts in our State giving equal opportunities to the ladies also I do not see why this advantage and this privilege which is being made available to the son should not be made available to the daughter. I have therefore suggested that it is not only the son, but others also must be given the privilege. Therefore I have said that this clause must be amended as follows :—

"In sub-clause (3) (a), for the words, 'for the occupation of his son and if he or his son' substitute the words 'for the occupation of any member of his family or any dependent of his and

[Sri S. Lazar]

[17th August 1960]

if he or any member of his family or any dependent of his". As I said, I am just trying to draw the attention of the House the need for making this special privilege available to the other members in the family of the landlord. Even if the Government may not be prepared to accept the entire clause, they must be prepared to extend the privilege to the sons and daughters of the landlord.

The next amendment of mine relates to deletion of the first proviso to sub-clause 3 (c). The first proviso reads as this :—

' Provided that, in the case of an application under clause (c), the Controller shall reject the application if he is satisfied that the hardship which may be caused to the tenant by granting it will out-weigh the advantage to the landlord.'

In sub-clause (3) (a) the landlord is being enabled to get into possession of his own building for the purpose of his personal occupation or in the alternative for the purpose of the occupation of his son. According to me that provision should be extended for the occupation of his dependents and also his family. We should also see that no obstacle is put in the way of such eviction of the tenant. If the difficulties are in favour of the tenant, then it is said that such a provision cannot be made available and that the tenant cannot be evicted. It is just as giving by one hand and taking away by the other hand. If one really knows that the landlord or his son, or his dependents require the buildings for the purpose of personal occupation, whatever may be the difficulties that may accrue to the tenant already in occupation, we cannot pay heed to that. That is the special feature I am trying to introduce in this amendment. Of course even in the original enactment such a provision has not been made anywhere else. Therefore, I submit that this provision imposing a condition that eviction may not be made, if it is going to cause some difficulties to the tenant should be removed from the purview of the Bill. These are certain submissions, I would like to make so far as this clause is concerned.

* SRI N. K. PALANISAMI : கனம் சபாநாயகர் அவர்களே, இந்த ப்ரொவிஷன்படி, 1945-க்கு பிறகு " ரிட்டன் கன்ஸென்ட் " இருந்தால் ஸப் டெனண்டாக இருக்கக் கூடியவர்களை அனுமதிக்கலாம், இல்லாவிட்டால் எவிக்ட் செய்யலாம் என்று இருக்கிறது. நான் சப் லெட்டிங்கை ஆதரிக்கவில்லை. 20, 25 ஆண்டுகள் ஒருவர் " ஒரல் " அனுமதி மூலம் வீட்டை வாடகைக்கு விட்டுக் கொண்டிருந்தவர், திடீரென்று புதிதாக ஒருவர் அந்த வீட்டை வாங்கிய காரணத்தினால் இந்தப் ப்ரொவிஷன் மூலம், கண்ட்ரோலர் மூலம் எவிக்ட் செய்யலாம் என்று இருக்கிறது. எவிக்ட் செய்வதற்குப் பதிலாக புதுச் சட்டம் மூலம் அவர்கள் நேரிடையான முறையில் லான்ட் லார்ட்டுக்கு கீழ் வரவேண்டுமென்று இருக்க வேண்டும். அதற்குப் பதிலாக, வாடகையை அதிகம் செய்து வீடு வாங்கிய

17th August 1960]

[Sri N. K. Palanisami]

வுடன் இந்தப் ப்ரொவிஷனை வைத்து அந்த டெனன்டை எவிக்ட் செய்ய முடியும். இந்தச் சட்டம் 1949-ம் வருடம் செய்யும் போது 1945 என்று போடப்பட்டிருந்தது. “ரிட்டன் கன்ஸென்ட் இல்லாவிட்டால் 1955 வரையில் என்று வைத்து பின்னால் ரிட்டன் கன்ஸென்ட்” இல்லாவிட்டாலும் வெளியேற்றலாம் என்ற முறையில் திருத்த வேண்டும். லாஸர் அவர்கள் சொன்னார்கள் “டிப்பன்டென்ட்ஸ்க்கும் வேண்டும்” என்று. அது, “டாட்டர்ஸ்” மட்டுமல்ல. செலக்ட் கமிட்டியில் இதுபற்றி விவாதம் வந்தது. “டிப்பென்ட் டென்ட்ஸ்” என்று யாரை வேண்டுமானாலும் சொல்லலாம். ஆகவே, இப்பொழுது போட்டிருக்கக் கூடிய திருத்தத்தான் சரியானது. “. . . before the expiry of three months from the date on which the instrument was registered.” மூன்று மாதங்களுக்குள் என்று இருக்கிறது. இந்த ப்ரொவிஷன் மூலம் 90 நாட்களுக்குள் கண்ட்ரோலரிடம் அப்ளை செய்ய வேண்டுமென்று இருக்கிறது. மூன்று மாதம் என்பது போதாது. அதை 6 மாதம் என்று திருத்த வேண்டுமென்று கேட்டுக் கொள்கிறேன்.

THE HON. SRI C. SUBRAMANIAM : Sir, Sri Sankaran has given an amendment for the deletion of the first proviso of sub-clause (13 of clause 10. That means the Government properties also should be brought under the purview of this enactment. The Government owned only some P.W.D. buildings and they are given on rent to the Government servants. I do not think it necessary to apply the rent control provision or the eviction provision to the Government buildings. Therefore, I am unable to accept it.

Then there is the amendment moved by Sri R. Srinivasa Iyer, He wants to omit the words “notwithstanding that the court finds that such denial does not involve forfeiture of the lease or that the claim is unfounded” in sub-clause (1), second proviso. Sir, it will be found that Clause 10 takes away the jurisdiction of the Civil Courts. But when there is a question of the denial of the title of the landlord or a *bona fide* claim to permanent tenancy, then under this clause we are giving jurisdiction for deciding that question to the Civil Courts. So, when the matter is referred to the Civil Courts what is to happen? Suppose there is a finding that this claim to the property is not valid or there is no permanent tenancy, should the petition go back to the Rent Court for the purpose of decision on the grounds mentioned in Clauses 14 to 16 or the Civil Court itself can pass orders with reference to Clauses 14 to 16? The Bill provides that when the Civil Court finds that the title to the property is not in the tenant as claimed or there is no question of permanent tenancy, the Civil Court itself can proceed to adjudicate on the other questions also whether the tenant is liable to be evicted or not, instead of sending it back again and starting the proceedings *de novo*. That is why, the clause ‘notwithstanding that the Court finds that such denial does not involve forfeiture of the lease or that the claim is unfounded’ is there. I do not think that any purpose will be served by removing that clause.

[Sri C. Subramaniam]

[17th August 1960]

The hon. Member Sri Srinivasa Iyer has moved another amendment to sub-clause (2) proviso. For the words "to pay or tender . . . and on such payment or tender" substitute the words "to deposit with the controller for payment to the landlord the rent due by him upto the date of such deposit, and on such deposit". It is not necessary that in all cases the controller should be brought into the picture and the monies should be deposited there. If the amount is paid or tendered to the person to whom the money is due, it is as good as that. Therefore, I do not think that we should make it compulsory that in these cases they will have to go to the Controller for the purpose of depositing the money. That is why I am unable to accept that amendment.

The hon. Member Sri S. Lazar has moved that in sub-clause (3) (a), for the words "for the occupation of his son and if he or his son", substitute the words "for the occupation of any member of his family or any dependant of his and if he or any member of his family or any dependant of his". This matter was fully considered in the Select Committee and they thought it would be enough if a provision was made for the son alone. As regards the point that at least the daughter should be included because we should not discriminate against the daughter, generally if the daughter wishes to set up a separate family, she would have got married. Therefore, she would belong to another family altogether when she gets married. We do not contemplate that in the Indian society unmarried daughter would set up a separate establishment. That is why the Select Committee has come to the conclusion that it is enough if it is limited to the question of son alone. If we say 'any member of the family or dependent,' then it would be too wide and I am sure many more eviction petitions would come forward and that would disturb the existing conditions. That is why I am unable to accept the amendment.

Then Sri T. Sampath and Sri R. Srinivasa Iyer have moved the following amendment:—

After item (c) of sub-clause (3), insert the following item, viz.,—

"(cc) A landlord, who is the owner of two or more non-residential buildings, and who is occupying only one of them for purposes of his business may, notwithstanding anything contained in clause (a), apply to the Controller for putting the landlord in possession of the remaining building, or anyone of the remaining buildings, if such building is required *bona fide* for the expansion of the business carried on by the landlord."

As far as the expansion is concerned, we have made some provisions and those provisions would be all right. The only question is whether for the purpose of new business he should be allowed to evict the existing tenant. Anybody can come forward putting forward the plea that he is going to start a new business. We cannot compel him after evicting the tenant to start a new business. No doubt we can restore the tenant and make provisions for that.

17th August 1960]

[Sri C. Subramaniam]

But damage would have been done by that time if a tenant who is carrying on business in a particular locality is disturbed and evicted from that locality for allowing the landlord to expand his business for a few months or even a year because the other person might say that he was making all the preparations for the purpose of starting new business. That is why the Select Committee took the decision that **starting of new business** should be considered on a different footing altogether. That is why the existing provision has been made. Therefore, I am unable to accept the amendment.

Sri R. Srinivasa Iyer has given another amendment, viz.,—

In sub-clause (3) (e), *omit* the first proviso and in the second proviso *omit* the word "further".

Sub-clause (3) (c) covers cases where the landlord occupying a portion of the building wants the rest of it for his occupation. This proviso lays down that the request by the landlord for additional accommodation will not be accepted if the Controller finds that the hardship that may be caused to the tenant will be much more than the advantages that may accrue to the landlord. Sri Lazar also stressed the point. The point for consideration is this. Here is a tenant who has been in occupation for quite a long time. No doubt the owner also has got certain rights over the property and particularly in this case when for the purpose of expansion of his business he wants to evict a tenant we have given the discretion to the Court to find out whether it will be more advantageous to evict the tenant and put the landlord in possession of the entire building or it would cause greater damage to the tenant in which case the discretion has been given to the Court to continue the tenant in possession. I think, Sir, such a clause will be necessary because many tenants might have made structural alterations, might have set up practice or established business in a particular place. The landlord who wishes to expand the business might do it elsewhere and it might be possible for him to do so, whereas the tenant himself might be put to great difficulties and he might have to incur great damages. That is why we have given the discretion to the Courts and I hope that discretion will be exercised properly and there would not be any room for discontent. That is why I am not accepting the amendment. Sri S. Lazar also has moved the same amendment.

As regards the amendment of Sri R. Srinivasa Iyer to insert a comma after the words "within six months of such date" in sub-clause (5) (a), it is only a punctuation. I accept it.

There is one other verbal alteration in the Government amendment, suggested by Sri S. Lazar. I accept that the word 'is' is unnecessary. It is only a repetition.

MR. SPEAKER: I think the House accepts this verbal attention.

SRIMATHI KAMALAMBUJA AMMAL: கனம் சபாநாயகர்

அவர்களை . . .

[17th August 1960]

MR. SPEAKER : The hon. Member cannot reply to the Hon. Minister.

SRIMATHI KAMALAMBUJA AMMAL : Just a clarification.

MR. SPEAKER : All right.

*SRIMATHI KAMALAMBUJA AMMAL : கனம் அமைச்சர் அவர்கள் இதில் பெண்களுக்கு உரிமை கொடுக்கப்படுவதில்லை என்றால், அவர்கள் தாய் வீட்டிலேயே இருந்து கொள்ளலாம் என்று சொன்னார்கள். அவ்விதம் ஒரு பெண் விதவையான பிறகு, புருஷனுக்கு என்று தனிப்பட்ட வீடு இல்லை யென்றால், தாய் வீட்டில் போய்தான் இருக்க வேண்டியிருக்கும். அவ்விதம் தாய் வீட்டில் போய் அவளுடைய சகோதரர்களோடு சேர்ந்து இருக்க முடியவில்லை என்றால் பெரிய துன்பத்திற்கு ஆளாக வேண்டியிருக்கும். ஆகவே அவளுடைய தாய்க்கு வீடுகள் இருந்தால் அதில் ஒரு வீட்டில் அவளுக்கு சுதந்திரமாக இருப்பதற்கு உரிமை இருக்க வேண்டும். இல்லையென்றால் பெண்களுடைய உரிமையை பறிப்பது போலாகும். ஆகவே பெண்களுக்கு இந்த உரிமையை வழங்க வேண்டுமென்று கேட்டுக்கொள்கிறேன்.

THE HON. SRI C. SUBRAMANIAM : விதவையாய் இருக்கிறவர்களே டெனன்டாக இருப்பதும் உண்டு. இவ்விதம் இரண்டு பேர்களும் டெனன்டாக இருப்பதால் பல விதமான கஷ்டங்கள் ஏற்படுகின்றன. வாழ்க்கையில் ஒரு பொதுவான முறையில் சுமுகமாக நடைபெற வேண்டும் என்பதற்காகத்தான் இப்போது இதில் மகனுக்கு உண்டு என்று சொல்லப் பட்டிருக்கிறது. அதல்லாமல் பெண்களுக்கு பாதகம் விளைவிப்பதற்காக இவ்விதம் போடப்பட்டிருக்கிறது என்று எடுத்துக் கொள்ளக் கூடாது. இருக்கக் கூடிய நிலையில் வாழ்க்கை சுமுகமாக நடத்திக் கொண்டிருக்க வேண்டும் என்ற அளவில் தான் இவ்விதம் போடப்பட்டிருக்கிறது. ஆகவே இதில் பெண்களுக்கு என்று தனியாக உரிமை கொடுக்கவேண்டிய அவசியமில்லை என்பதை தெரிவித்துக் கொள்கிறேன்.

10.00
a.m.

SRI V. K. RAMASWAMY MUDALIYAR : Sir, supposing there is no male issue. In that case at least there should be provision for daughters to set up separate establishment.

THE HON. SRI C. SUBRAMANIAM : I have already answered the point, regarding the setting up of separate establishment and for which he wants occupation of the building. Also in the Indian society we do not expect unmarried daughters to set up separate establishment.

SRI N. K. PALANISAMI : Sir, I have raised a point and that has not been answered.

MR. SPEAKER : But the hon. Member has not moved any amendment.

17th August 1960]

SRI S. LAZAR : Sir, I want a small clarification from the Hon. Minister. The Hon. Minister has stated that it is the established custom in the Indian society for the daughters to live with their husbands. Sir, whether we like it or not, we have been enacting a number of Acts beginning from the Hindu Succession Act wherein we are just encouraging partition and giving equal rights to women in the matter of property.

MR. SPEAKER : I am sorry I cannot allow the hon. Member to continue his speech. He has raised his point already and the Hon. Minister has replied to it. Now he cannot repeat what he has already stated.

THE HON. SRI C. SUBRAMANIAM : Or raise new points.

Sir, I accept the amendment of the hon. Member, Sri R. Srinivasa Iyer.

MR. SPEAKER : The question is—

'In sub-clause (5) (a), after the words "within six months of such date", insert a comma (,).'

The amendment was put and carried.

MR. SPEAKER : As the hon. Member, Sri R. Srinivasa Iyer, is not in his seat, his other amendments are deemed to have been withdrawn.

The amendment of Sri T. Sampath was by leave withdrawn.

The amendments of Sri S. Lazar and Sri V. Sankaran were by leave withdrawn.

MR. SPEAKER : Now I shall put the Government amendment to the vote of the House.

The question is—

(1) In sub-clause (3)—

(a) in item (a), for the portion commencing with the words "if the landlord requires" and ending with the words "or village concerned", substitute the following, namely :—

"(i) in case it is a residential building, if the landlord requires it for his own occupation or for the occupation of his son and if he or his son is not occupying a residential building of his own in the city, town or village concerned;

(ii) in case it is a non-residential building which is used for the purpose of keeping a vehicle or adapted for such use, if the landlord requires it for his own use or for the use of his son and if he or his son is not occupying any such building in the city, town or village concerned which is his own;

(iii) in case it is any other non-residential building, if the landlord or his son is not occupying for purposes of a business which he or his son is carrying on, a non-residential building in the city, town or village concerned which is his own :";

[Mr. Speaker]

[17th August 1960]

(b) for the second proviso to item (a), *substitute* the following proviso :—

“ provided further that where a landlord has obtained possession of a building under this clause, he shall not be entitled to apply again under this clause—

(i) in case he has obtained possession of a residential building, for possession of another residential building of his own;

(ii) in case he has obtained possession of a non-residential building for possession of another non-residential building of his own.”;

(2) in item (b), after the words “ landlord of a building,” insert the words “ whether residential or non-residential.”

(3) in item (c)—

(a) after the words “ part of a building ”, insert the words “ whether residential or non-residential,”;

(b) at the end, add the words “ or for the purposes of a business which he is carrying on, as the case may be.”;

(4) for sub-clause (4), *substitute* the following sub-clause, namely :—

“ (4) No order for eviction shall be passed under sub-section (3)—

(i) against any tenant who is engaged in any employment or class of employment notified by the Government as an essential service for the purposes of this sub-section, unless the landlord is himself engaged in any employment or class of employment which has been so notified, or

(ii) in respect of any building which has been let for use as an educational institution and is actually being used as such, provided that the institution has been recognized by the Government or any authority empowered by them in this behalf so long as such recognition continues.”;

(5) in item (b) of sub-clause (5)—

(a) after the words “ if the building is required ”, insert the words “ for any of the purposes or ”

(b) for the proviso, *substitute* the following proviso, namely :—

“ Provided that this clause shall not apply to a residential building the monthly rent of which does not exceed twenty-five rupees or to a non-residential building the monthly rent of which does not exceed fifty rupees.”

The amendment was put and carried.

The clause, as amended, was put and carried.

17th August 1960]

Clause 11.

MR. SPEAKER : The motion is—

‘ That clause 11 do stand part of the Bill.’

The hon. Member, Sri R. Srinivasa Iyer, who has given notice of amendments, is not in his seat.

SRI S. LAZAR : Sir, I move his amendments on his behalf.

MR. SPEAKER : How can the hon. Member move them?

THE HON. SRI C. SUBRAMANIAM : There is a typographical error in the clause and I accept the amendment of the hon. Member, Sri R. Srinivasa Iyer.

MR. SPEAKER : Then let the Hon. Minister move it.

THE HON. SRI C. SUBRAMANIAM : Sir, I move the following amendment :—

‘ In the marginal notes to the clause, for the word ‘ of ’ occurring after the word “ payment ”, *substitute* the word “ or ”.’

SRI V. SANKARAN : Sir, I move the following amendment :—

‘ In sub-clause (1), after the word “ all ”, *insert* the word “ admitted ”.’

The amendment was duly seconded.

SRI V. SANKARAN : Sir, I move the following amendment :—

‘ *Delete* sub-clauses (2) and (3).’

The amendment was duly seconded.

SRI S. LAZAR : Sir, I move the following amendment :—

‘ In sub-clause (4), *delete* the words “ unless the tenant shows sufficient cause to the contrary ”.’

The amendment was duly seconded.

MR. SPEAKER : Now the clause and the amendments are before the House for discussion.

SRI V. SANKARAN : Sir, Clause 11 states that if there is eviction petition pending, the tenant has to pay all the arrears of rent due until the termination of proceedings before the court. Sub-clause (3) provides for the procedure that has to be adopted if there is dispute as to the amount of rent to be paid or deposited. There will be a summary enquiry and disposal by the Rent Controller or the appellate authority as to the actual arrears of the rent that the tenant is liable to pay. Therefore, it contemplates before the main petition is taken up and disposed of, that there should be an interlocutory petition. The interlocutory petition concerning the actual arrears of rent that the tenant is liable to pay will be taken up and disposed of before the main petition for eviction is considered. This will ultimately result in the interlocutory petition being disposed of before the main petition is taken up for consideration. Sir, in certain cases, probably the tenant might have disputed the statement of the landlord by

[Sri V. Sankaran] [17th August 1960]

saying that the arrears were only for, for example, Rs. 10 and not Rs. 20. In certain other cases, the period for which arrears are to be paid might be in dispute. In such cases, we will be deciding the quantum of arrears and the rate of arrears before deciding the main issue. My amendment will solve this riddle. It proposes that it would be enough if the tenant is made to pay only the admitted arrears of rent. Actually in practice the tenant is only required to pay admitted arrears and the other thing with regard to the quantum of arrears or the rate of arrears will be decided at the time of taking up the main application. If that is not accepted, the interlocutory petition will be disposed of first and that will work as a great hardship to the tenants. Therefore my amendment suggests that he should be asked to pay only admitted arrears. My other amendment is only a consequential amendment. Sub-clause (3) is not necessary. Interlocutory enquiry is not necessary. I request the Hon. Minister to accept my amendments.

SRI S. LAZAR: So far as the first sub-clause is concerned, though two amendments have been given notice of by the hon. Member, Sri R. Srinivasa Iyer, one has been accepted by the Government. The other amendment, viz., for the word 'or' occurring after the words "all arrears", substitute the word "of" is also necessary to correct a printer's mistake.

Then coming to the point advanced by my hon. learned Friend, Mr. Sankaran, this is what we are actually experiencing in the court. Very often disputes arise as to how the amounts are payable. It has been the experience of lawyer-Members of this House that it is always the admitted rent that is being deposited or paid in the court. Therefore, I would suggest that the amendment of the hon. Member, Sri Sankaran, may be accepted.

There is also another amendment given notice of by the hon. Member, Sri Srinivasa Iyer, viz.,—

'In sub-clause (4), omit the words "stop all further proceedings and".'

There is also my amendment which states—

'In sub-clause (4), delete the word "unless the tenant shows sufficient cause to the contrary."'

The need for this amendment arises in this way. Whenever an application comes before the Court, the tenant always delays the payment of arrears and puts forward all sorts of excuses. When any petition of this kind comes before the Court, especially for eviction and it comes very often, the ground for eviction has been arrears in payment of rent. When Government comes forward to give protection to the tenants we have at the same time to guard the interest of the landlord. As everyone would concede this Bill has been brought before the House for the purpose of safeguarding the interests of tenants. When this is being done, the tenant must be called upon to do his duties properly. Having failed to pay rents regularly and when the petition

17th August 1960]

[Sri S. Lazar]

for eviction comes before the court to evict the tenant for arrears in the payment of rent, I do not think why any further mercy should be shown to the tenant. Therefore I suggest that the words "unless the tenant shows sufficient cause to the contrary" be deleted. No further mercy should be shown to him. I do not know why we should stand in the way of the landlord getting the rent due to him. Especially in matters of this kind when the case comes before the Court there should be a duty cast on the tenant to pay the arrears in full. In such cases we should not show the tenant any mercy. As the hon. Member Sri Sankaran pointed out the words "stop all further proceedings" occurring in line 4 of sub-clause (4) of clause 11 are absolutely unnecessary. The moment the Rent Controller has come to the conclusion that the tenant has not paid the arrears of rent, the only course open to the Controller is to allow the application for eviction of tenant and put the landlord in possession of the building. There is no other alternative. There is no other proceeding pending before the court.

Further the deposit of rent under sub-clause (2) should be made within the time and in the manner prescribed. Yesterday when I pointed out that a similar provision should be made under Clause 8, it was stated that rules will be prescribed for the purpose of deposit of rent before the Rent Controller. It was pointed out by the Hon. Minister that the framing of rules was an administrative matter and as such a provision as indicated by me to Clause 8 was not necessary. But a similar provision is put here. I suggest a similar provision should have been made there also in Clause 8 on the lines suggested by me. I may draw the particular attention of the Hon. Minister that in matters of this kind we should make a provision in the Bill itself for deposit of rent before the Court. Unless you prescribe rules of procedure, practical difficulties will come in the way. Rules have to be framed in the present Bill under Clause 8 in regard to deposits of rent in cases where landlord has refused to receive payment. That is all.

THE HON. SRI C. SUBRAMANIAM: Sir, two verbal changes have to be made in Clause 11. In the title to the Clause 11, in line 1, for the word "of" occurring after the word "payment" substitute the word "or". The title should be like this: 'Payment or deposit of rent during the pendency of proceedings for eviction.'

Similarly for the word "or" occurring in line 9 after the words "all arrears", substitute the word "of". The two words have been interchanged. It is a small printing error.

I move the following verbal amendments:

For the word "of" occurring after the word "Payment" in line 1 of Clause 11, substitute the word "or"

For the word "or" occurring after the words "all arrears" in line 9, substitute the word "of".

[17th August 1960]

MR. SPEAKER: Amendments moved:—

For the word "of" occurring after the word "Payment" in line 1 of Clause 11, *substitute* the word "or"

For the word "or" occurring after the words "all arrears" in line 9, *substitute* the word "of"

THE HON. SRI C. SUBRAMANIAM: The main point of Sri V. Sankaran was that after the word "all" occurring in sub-clause (1) insert the word "admitted". According to him it should be "all admitted arrears of rent". There are two cases. One is with reference to the proceedings before the Controller and the second is the proceedings before the Appellate Authority. As far as the proceedings before the Appellate Authority is concerned, there would have been already an order passed by the Rent Controller with regard to rent, etc. There is no question of admitted rent. It should be on a question which has been decided by the Controller himself.

With regard to proceeding before the Controller himself, when the tenant is in arrears, the idea of the Bill is that the tenant should not be heard unless he pays all the arrears due. If it is only admitted rent, one admitted by the tenant and that has to be deposited, then the tenant may put down a figure which is very low so that the admitted figure may be too low a figure. That is why in sub-clause (3) a provision has been made that, when there is a dispute as to the amount of rent to be paid for the purpose of deposit under sub-clause (1), the Controller shall after making such enquiry as he deems necessary, determine *summarily* the rent to be so paid or deposited. I do not think there is anything wrong in the present provision. We have followed the existing provisions of law. Therefore I do not accept the amendment of Sri V. Sankaran to add the word "admitted" after the word "all" occurring in sub-clause (1).

With regard to sub-clause (2) Sri Lazar asked why should there be a clause for the purpose of prescribing the deposit. Here we have not indicated the time within which the deposit has to be made. It is a substantial matter. Therefore we have to provide for that in the rules. That is why the rule has become necessary. I am sorry I cannot agree therefore for the deletion of sub-clause (2).

The hon. Member Sri Sankaran has said that the words "stop all further proceedings" occurring in line 4 of sub-clause (4) might be deleted. We have adopted the existing clause and till now no difficulty has arisen out of that. Therefore it is that I feel that these words could be there. They have been there all these years and no difficulty has arisen. If we remove those words now, it may create difficulties; the Courts may try to find out why these words were removed. I plead that they be retained.

17th August 1960] [Sri C. Subramaniam]

The hon. Member Sri Sankaran wanted deletion of sub-clauses (2) and (3). The hon. Member Sri Lazar wanted the deletion of the words "unless the tenant shows sufficient cause to the contrary" occurring in sub-clause (4). I say there may be hard cases when the tenant may not be in a position to pay all the money. Only just now we have had a bank crash in a neighbouring State—not that it may be happening all time. These cases might happen at some time. Many depositors living in different places might be affected by bank crash. That is why we have given the discretion to Court in cases where the tenant shows sufficient causes for his inability to deposit all the money required, he should be given extension of time. Those enabling clauses should be there. Otherwise it will create undue hardship particularly on tenants who are not genuinely able to pay all the money in spite of their best efforts. Therefore I am unable to accept the amendment of Sri Lazar.

MR. SPEAKER: The question is—

For the word "of" occurring after the word "payment" in line 1 of Clause 11, *substitute* the word "or"

The amendment was put and carried.

MR. SPEAKER: The question is—

For the word "or" occurring after the words "all arrears" in line 9, *substitute* the word "of"

The amendment was put and carried.

The amendments of Sri V. Sankaran and Sri S. Lazar were by leave withdrawn.

Clause 11 as amended was put and carried.

Clause 12.

MR. SPEAKER: The motion is—

'That clause 12 do stand part of the Bill.'

THE HON. SRI C. SUBRAMANIAM: Sir, I move the following amendment:—

'In sub-clause (5) of clause 12 for the words "to convert such building into a non-residential building", *substitute* the words "to convert a residential building into a non-residential building or a non-residential building into a residential building".

MR. SPEAKER: Now the clause and the amendment are before the House for discussion.

SRI S. LAZAR: Sir, there is a lacuna in this clause which I did not notice when I gave the amendment. It will be found as pointed out in the earlier part of the discussion that there are two authorities under this Act. One is the Authorised Officer,

[Sri S. Lazar]

[17th August 1960]

viz., the Accommodation Controller and the other is the Rent Controller under this Act. For all matters that come before the Controller there is provision for appeal under Clause 18, I think. Some other clauses also provide for appeals. So far as the Authorised Officer is concerned, he functions on all occasions. At the time when the notice of vacancy is given to him he makes allotment or does not make allotment. Further if there are more than two buildings owned by a particular landlord he can choose one of them, rather he can even indicate that the other building must be given to one of his dependents or something like that. In case, where the authorised officer allots the house to a third person or to an officer, there is provision for appeal, as I stated in the earlier part of the discussion. Appeals lie to the Government; that is the provision under sub-clause (8), if I remember correctly, of clause 3.

The other occasion when the authorised officer functions will be under this clause 12, viz., whenever a landlord wants to effect some repairs to his buildings he can apply before the Authorised Officer only in case where the tenant happens to be the Government. Clause 12 will apply only then. So far as the tenants other than the Government are concerned, they came under Clauses 14, 15, etc. But here when the tenant happens to be the Government itself it is provided that application for eviction of the tenant for effecting some repairs or perhaps even to completely demolish the building will lie before the authorised officer (provision under Clause 12) and it is left to the discretion of the authorised officer to come to any decision over it. He may say that the building needs some repairs or needs to be demolished. It is also equally open to him to say that such repairs are unnecessary and that the building need not be pulled down. When such decision is given by the authorised officer then that building cannot be pulled down nor repairs can be made to the building, and therefore the tenant cannot be evicted. I desire to point out that the position has not been made clear in the Bill. This is a very peculiar lacuna. I can also point out that this provision was not found in the existing enactment. There is no such provision in the existing enactment. Provision has not been made to evict the tenants, whoever it may be whether it is Government or non-Government bodies. No provision has been made for the purpose of evicting the tenant for effecting the repairs or to demolish the building in this Bill. The main change that we have to make is to give such a privilege to the landlord to effect repairs. Having made that provision for some reason or other, may be rightly or wrongly, the officer may come to one conclusion which according to the landlord concerned may not be acceptable. He would like to take the matter on appeal. At least one chance must be given to persons of this kind. Now that we have appeal against the orders of the authorised officer before the Government, a similar provision can be provided in the above case also. I am only trying to stress the need for at least a chance being given to

17th August 1960]

[Sri S. Lazar]

the landlord on such occasions. Similarly under clauses 13 and 14, where the landlord wants to evict the tenant, non-Government body . . .

THE HON. SRI C. SUBRAMANIAM: I understand the hon. Member's point. There is general provision under clause 23 where—

“ the Government may, by general or special order notified in the *Fort St. George Gazette* confer on such officers and authorities as they think fit, the powers of appellate authorities for the purposes of this Act, in such areas and in such classes of cases as may be specified in the order.”

The point raised by the hon. Member may be considered and specific order passed by the appellate authority, if it is found necessary after examination. In addition I may point out that no arbitrary order can be passed. Under clause 25 revision is provided to the High Court. But in any event under clause 22, we can examine the point if necessary.

MR. SPEAKER: The question is—

“ In sub-clause (5) of clause 12 for the words “ to convert such building into a non-residential building”, substitute the words “ to convert a residential building into a non-residential building or a non-residential building into a residential building.”

The amendment was put and carried.

The clause, as amended, was put and carried.

Clause 13.

MR. SPEAKER: The motion is—

‘ That clause 13 to stand part of the Bill.’

THE HON. SRI V. RAMAIAH: Sir, I move the following amendment :—

In sub-clause (2) of clause 13 for the words “ all the provisions of this Act shall cease to apply to the new building erected on the site of the building demolished ”, substitute the following, namely :—

“ all the provisions of this Act shall,—

(i) in case the new building erected on the site of the building demolished is a residential building, cease to apply such building;

(ii) in case the new building erected on the site of the building demolished is a non-residential building, apply to such building.”

[17th August 1960]

MR. SPEAKER: The question is—

“In sub-clause (2) of clause 13, for the words “all the provisions of this Act shall cease to apply to the new building erected on the site of the building demolished”, substitute the following, namely:—

“all the provisions of this Act shall,—

(i) in case the new building erected on the site of the building demolished is a residential building, cease to apply to such building;

(ii) in case the new building erected on the site of the building demolished is a non-residential building, apply to such building.”

The amendment was put and carried.

The clause, as amended, was put and carried.

Clause 14.

MR. SPEAKER: The motion is—

‘That clause 14 do stand part of the Bill.’

THE HON. SRI V. RAMAIAH: Sir, I move the following amendment:—

“In sub-clause (3) of clause 14 for the words “to convert such building into a non-residential building”, substitute the words “to convert a residential building into a non-residential building or a non-residential building into a residential building.”

MR. SPEAKER: The question is—

“In sub-clause (3) of clause 14 for the words “to convert such building into a non-residential building”, substitute the words “to convert a residential building into a non-residential building or a non-residential building into a residential building.”

The amendment was put and carried.

The clause, as amended, was put and carried.

Clause 15.

MR. SPEAKER: The motion is—

‘That clause 15 do stand part of the Bill.’

SRI N. K. PALANISAMI: Sir, I move the following amendment:—

In sub-clause (1), for the portion beginning from “within two months before the date . . .” and ending with “the building shall terminate”, substitute the following:—

“within three months thereof shall complete the repairs and put the tenant in possession of the building on the original terms and conditions. If the tenant gives intimation that he does not require the building, his right to re-occupy the building shall terminate.”

17th August 1960] [Sri N. K. Palanisami]

The amendment was duly seconded.

MR. SPEAKER: The clause and the amendment are now before the House for discussion.

* SRI N. K. PALANISAMI: கனம் சபாநாயகர் அவர்களே, வீட்டை ரிபேர் செய்ததற்குப் பிறகு நோட்டீஸ் கொடுக்க வேண்டும் என்று இருக்கிறது. வீட்டுச் சொந்தக்காரர் நோட்டீஸ் கிடைத்த 15 நாட்களுக்குள் குடியிருப்பவர் “இன்டிமேஷன்” கொடுக்கவேண்டுமென்று இருக்கிறது. “If the tenant fails to give such intimation, his right to re-occupy the building shall terminate” என்று இருப்பதால், “நான் வீட்டில் திரும்பவும் குடியிருக்க வருகிறேன்” என்று தெரிவித்தாலும்கூட, “இன்டிமேஷன்” வரவில்லை என்று சொல்லி, டெனன்ஸியை டெர்மினேட் செய்துவிடக்கூடும். ஆகையால் தான், “இன்டிமேஷன்” எழுத்து மூலமாக இருக்கவேண்டும் என்ற வகையில் நான் திருத்தம் கொடுத்திருக்கிறேன். அதை சர்க்கார் ஏற்றுக்கொள்ளவேண்டுமென்று கேட்டுக்கொள்ளுகின்றேன்.

THE HON. SRI C. SUBRAMANIAM: Sir, the Clause as it stands provides for giving of notice and I am unable to appreciate the arguments put forward by Sri N. K. Palanisami. 10-30 a.m.

MR. SPEAKER: I thought he meant notice in writing.

SRI N. K. PALANISAMI: Here it is put only as ‘intimation.’

THE HON. SRI C. SUBRAMANIAM: What does ‘intimation’ mean? It means notice in writing. I do not think that there is any difficulty.

MR. SPEAKER: ‘Intimation’ means in writing always. I am not a lawyer.

SRI N. K. PALANISAMI: அந்த “டெனன்ட்” வீடு தனக்கு வேண்டியதில்லை என்று

MR. SPEAKER: The hon. Member is not sure as to what he is asking. Government have not understood the point.

THE HON. SRI C. SUBRAMANIAM: We have got to be definite about the rights of the landlord and the tenant. Where the tenant has given up possession for the purpose of completing the repairs we have laid down here that as soon as the repairs are over the tenant should be intimated and the tenant should also intimate to the landlord that he would occupy and take possession of the building. Otherwise it is all right. If there is an understanding between the landlord and the tenant, no law is necessary. It is only when there are difficulties, we have to provide for the same. Therefore, we have put it specifically that intimation should be given and the tenant also should intimate that he is occupying so that there may not be any difficulties.

[17th August 1960]

MR. SPEAKER: The hon. Member Sri N. K. Palanisami wants intimation in writing.

THE HON. SRI C. SUBRAMANIAM: 'Intimation' means intimation in writing.

The amendment of Sri N. K. Palanisami was, by leave, withdrawn.

The clause was put and carried.

Clause 16.

MR. SPEAKER: The motion is—

"That Clause 16 do stand part of the Bill."

THE HON. SRI V. RAMAIAH: Sir, I move—

In sub-clause (2) of clause 16, for the words all the provisions of this Act shall cease to apply to the new building erected on the site of the building demolished", substitute the following, namely:—

"all the provisions of this Act shall,—

(i) in case the new building erected on the site of the building demolished is a residential building, cease to apply to such building;

(ii) in case the new building erected on the site of the building demolished as a non-residential building, apply to such building."

The amendment was put and carried.

The clause, as amended, was put and carried.

Clause 17.

MR. SPEAKER: The motion is—

"That Clause 17 do stand part of the Bill".

SRI K. SATTANATHA KARAYALAR: Sir, I move—

After sub-clause (1), add a new sub-clause as sub-clause (2) and renumber the rest—

"(2) A tenant in occupation of a building may be permitted to provide for himself any additional amenities, at his own cost, and no landlord shall interfere with such amenities."

The amendment was duly seconded.

MR. SPEAKER: The clause and amendment are before the House for discussion.

* SRI K. SATTANATHA KARAYALAR: கனம் சபாநாயகர் அவர்களே, 17-வது செக்ஷனில், இரண்டாவது பிரிவில் நான் கொடுத்திருக்கும் திருத்தம், முதல் பிரிவில் ஏற்கனவே இருக்கும் உரிமையை ஊர்ஜிதப்படுத்துவதற்காகவே. அத்தியாவசிய வசதி செய்ய வீட்டுச் சொந்தக்காரர் பின் வாங்கக் கூடாது என்று.

17th August 1960] [Sri K. Sattanatha Karayalar]

சில வசதிகள் அதிகமாகச் செய்ய வேண்டியிருந்தால், அதை வாடகையிருப்பவர்களே செய்து கொள்ள சொந்தக்காரர் தடங்கள் செய்யக் கூடாது. இதற்குப் பல உதாரணங்கள் கொடுக்க முடியும். மின்சார வசதி வேண்டுமென்றாலோ, வடிகால் வேண்டுமென்றாலோ, பாதாள சாக்கடை வேண்டுமென்றாலோ அல்லது கக்கூசு வேண்டுமென்றாலோ, அவற்றை செய்துகொள்ள வசதியிருக்க வேண்டும். பல ஆண்டுகளாக ஒரு வீட்டில் இருக்கும், 15,20 வருஷங்களுக்கு மேல் ஒரு வீட்டில் இருக்கும் டெனட்டுக்கு தானாவது இந்த வசதிகள் செய்து கொள்ள வாய்ப்பு அளிக்க வேண்டும் என்பது தான் என் திருத்தத்தின் கருத்து.

THE HON. SRI C. SUBRAMANIAM: On the face of it, the suggestion made by the hon. Member might look as a fair one. But if the tenant wants to do mischief under the guise of providing new amenities, he could make structural alterations and other things. After all he is in the occupation of another man's house and if he wants to do anything there he should get the permission of the landlord. Therefore, I do not think we should agree to this amendment.

The amendment of Sri K. Sattanatha Karayalar was put and lost.

The clause was put and carried.

Clause 18 was put and carried.

Clause 19.

MR. SPEAKER: The motion is—

“That Clause 19 do stand part of the Bill.”

SRI V. SANKARAN: Sir, I move—

In the clause, after the words “same issues”, insert the words “based on the same causes of action”.

The amendment was duly seconded.

SRI S. LAZAR: Sir, I move—

In the opening paragraph, after the words “finally decided”, insert the words “on the merits”.

The amendment was duly seconded.

MR. SPEAKER: The clause and amendments are before the House for discussion.

SRI V. SANKARAN: Sir, this particular clause deals with cases where once a petition has been rejected or allowed on the same issues, another petition cannot be again filed and another decision cannot be taken. The parties cannot file another petition on the same ground on the same issues. The section reads that—

“The Controller shall summarily reject any application under sub-section (2) or under sub-section (3) of section 10 or under section 14, 15 or 16 which raises between the same parties

[Sri V. Sankaran]

[17th August 1960]

or between parties under whom they or any of them claim, substantially the same issues as have been finally decided or as purport to have been finally decided, in a former proceeding . . .

Therefore if in a former proceeding the same issues had been raised and had been decided, the same kind of petition on the same issues cannot be raised again, because it has already been decided. It is some kind of *res judicata*. I shall give an illustration. Take the case of an eviction petition on the ground that the tenant has committed waste or caused damage to a part of the building or a portion of the building. Probably, that petition might have originally been dismissed or rejected on the ground that it had not been substantially proved. The tenant might again cause damage of a similar nature or cause waste of a similar nature. In that case the landlord may have to come forward with a second petition on the same ground. Take another case. The landlord might have alleged that the tenant was in arrears. In the former petition he might have been unable to substantiate it. Probably the tenant might have committed some default in the payment of rent on a subsequent period or time. In that case the landlord might put in another petition on the same ground that the tenant was in arrears of rent. According to the section as it stands, probably it would mean the same issues. Because the issues will be whether the tenant is in arrears of rent and if so, to what relief the petitioner will be entitled to. In the case of damage or waste the issue will be whether the tenant has committed any damage or waste. So, in these cases the same issues will be found in the subsequent petition also. If the section as it stands is applied, the second petition may have to be dismissed. Therefore, my amendment states that the issues should be based on the same causes of action. Some kind of default might have been committed by the tenant repeatedly. For the first time it might not have been proved. The tenant might have committed the default of a similar nature again. He might have caused damage or waste for the second time also. Though it might not have been proved in the first instance, the landlord might be able to prove it successfully in the second instance and establish that the tenant committed waste or damage. Therefore, we have to distinguish between the two. Probably the first injury might have been caused on a different occasion, or on a different date altogether and the second petition might be laid on a ground which took place at a different time and on a different occasion or period. Therefore, the words "based on the same causes of action" should be introduced. Even though the causes of action might be different, the issues in both the petitions will probably be the same. Because the issues may be of a general nature whether the tenant is in arrears of rent. In the later petition also the issue may be whether the tenant is in arrear of rent and if so, to what relief the landlord is entitled to. A reading of the present section will mean as though the second petition will have to be dismissed or summarily rejected. Unless the words "based on the same causes of action" are inserted, there will be

17th August 1960]

[Sri V. Sankaran]

the hardship which I have mentioned above. Probably the same kind of default might have been committed again by the tenant. In the former occasion the landlord might not have been able to establish it

THE HON. SRI C. SUBRAMANIAM: If the hon. Member states the point, I can follow it. So many repetitions are not necessary to make me understand this point.

SRI S. LAZAR: Sir, this clause deals with the legal question known as '*res judicata*'. The object is to see that a person does not go a second time to the Court, I mean to say, on the same cause of action. There are cases and cases wherein a matter is said to be finally disposed of. When I gave my amendment, I was only having in my mind cases where the matter gets compromised between the landlord and the tenant and the matter is thus disposed of before the Court. In such cases the question arises whether he can again on a subsequent occasion come before the same court on the same issue. It is only in order to meet such a difficulty, I have suggested in my amendment that instead of the words 'finally decided' the words 'on the merits' should be inserted. The matter should be decided on merits, not by compromise or any such thing.

THE HON. SRI C. SUBRAMANIAM: Sir, the first point raised by the hon. Member, Sri Sankaran, is that instead of the words 'same issues', the words 'based on the same causes of action' should be substituted. He gave the example of a petition alleging damage caused by the tenant on a particular occasion which was later found out to be not true and another petition alleging damage on a subsequent occasion and said that the issues in both the petitions would be the same. I am sorry that it is not so. It may be similar issues and not the same. If we have stated 'similar issues' then it will create difficulties. But we have stated 'same issues'. The words 'same issues' and the words 'same causes of action' are the same. Therefore, I do not think that any change is required in phraseology.

Then with regard to the amendment of the hon. Member, Sri Lazar, that the words 'on the merits' should be substituted for the words 'finally decided'. The term 'finally decided' has got certain legal connotation. For example, a petition may be dismissed for non-appearance of parties. Then there is provision for the purpose of restitution of petition and for being proceeded with when dismissed on technical grounds. There are procedures laid down for the purpose of restitution when the matter is finally decided. Therefore, the words 'on the merits' are not necessary.

The amendment of Sri V. Sankaran and Sri S. Lazar were, by leave, withdrawn.

The clause was put and carried.

Clauses 20, 21 and 22 were put and carried.

[17th August 1960]

*Clause 23.***MR. SPEAKER :** The motion is—

‘ That clause 23 do stand part of the Bill.’

SRI V. SANKARAN : Sir, I move the following amendment :

‘ In sub-clause (4), after the words “ appellate authority ”, insert the words “ except as provided in Section 25 ” and delete the words “ except as provided in Section 25 ” appearing after the words “ court of law ”.

The amendment was duly seconded.

MR. SPEAKER : Now the clause and the amendment are before the House for discussion.**SRI V. SANKARAN :** Sir, Sub-clause (4) of Clause 23 states :—

‘ The decision of the appellate authority, and subject to such decision, an order of the Controller shall be final and shall not be liable to be called in question in any Court of Law, except as provided in section 25.’ But Clause 25 provides for revision of the decision of the Appellate authority. Therefore, the present sub-clause (4) will cover both the decision of the appellate authority and the order of the Controller. Therefore, it would be an improvement if the words “ except as provided in Section 25 ” are brought earlier and inserted after the words “ appellate authority ”. It will read as follows :—

‘ The decision of the appellate authority except as provided in Section 25 and subject to such decision, an order of the Controller shall be final and shall not be liable to be called in question in any Court of Law.’

Then it will give a proper and better reading. It is only an improvement on the existing sub-clause. I hope the Hon. Minister will accept it.

SRIMATHI T. N. ANANDANAYAKI : Sir, sub-clause (1) (b) says—

‘ Any person aggrieved by an order passed by the Controller may within fifteen days from the date of such order, prefer an appeal in writing to the appellate authority having jurisdiction.’ I would like that in respect of the appeal, it should be from the date of the receipt of the order and not from the date of order because the date of receipt varies from the date of order. Therefore, for the words ‘ from the date of such order ’ the words ‘ from the date of the receipt of the order ’ might be substituted. That is the usual appellate provision that we have in all legislations. Delays may be due to various reasons for which a person may not be responsible. In such cases, this sub-clause will work as a great hardship. Therefore, I would like the Government to reconsider the matter and substitute the words ‘ from the date of receipt of the order ’.

17th August 1960]

SRI S. LAZAR : Sir, I have to disagree with the suggestion of the hon. Lady Member because according to the provision in the existing Bill, viz., Clause 20, every order of the Rent Controller should be pronounced in the open court. It would have been all right if there was no such provision and the order had to be communicated to the parties. But under the existing provision every order should be pronounced in the open court. Therefore, the question of receiving the order will not come into play.

THE HON. SRI C. SUBRAMANIAM : Sir, the point raised by the hon. Lady Member has been dealt with by the hon. Member, Sri Lazar and Sri Lazar is correct.

With regard to the amendment of the hon. Member, Sri Sankaran, Clause 25 deals with revision. Sub-clause (1) (ii) specifically provides for the appellate authority empowered functioning in the districts. The words "except provided in Section 25" should stand as they are and it should cover both the clauses and it should not be changed. As it is, it provides for two cases. In addition to that, Clause 25 specifically provides for revision by the appellate authority.

SRI V. SANKARAN : Sir, the decision of the appellate authority can be taken up in revision and I do not think the order of the Controller is taken up in revision. Therefore, I have suggested that the words 'except as provided in Section 25' should be inserted after the words 'appellate authority'. That is why I say in sub-clause (4) after the words "appellate authority" insert the words "except as provided in Section 25" and delete the words "except as provided in section 25" appearing after the words "Court of Law". The revision is only against the decision of the Appellate Authority and not on the order of the Controller.

THE HON. SRI C. SUBRAMANIAM : I am sorry the hon. Member should still persist with his amendment. He should read the Clause as it stands. What it says is this: "The decision of the appellate authority, and subject to such decision, an order of the Controller shall be final and shall not be liable to be called in question in any Court of Law. As a matter of fact the main clause is, the decision of the Appellate Authority is final so far as Rent Court is concerned. It cannot be questioned in a Court of Law except as provided in Clause 25. That is the position. I am sorry I am unable to accept the amendment of the hon. Member Sri Sankaran.

MR. SPEAKER : Is the hon. Member Sri Sankaran pressing his amendment?

SRI V. SANKARAN : No, Sir, I am not pressing.

The amendment of Sri V. Sankaran, was by leave, withdrawn.

The clause was put and carried.

Clause 24 was put and carried.

[17th August 1960]

Clause 25.

MR. SPEAKER : The motion is—

“ That Clause 25 do stand part of the Bill ”.

SRI S. LAZAR : There is a small printing mistake here. It is stated in Clause 25 (1) (a) (i) as follows :—

“ (i) the Madras City Civil Court empowered by Clause (1) of Section 18, or ”.

It should not be Clause (1) of Section 18. It should be Clause (i) of Section 18.

MR. SPEAKER : That is a printing mistake. I hope Government will correct it.

THE HON. SRI C. SUBRAMANIAM : Yes, Sir.

MR. SPEAKER : The question is—

“ That Clause 25 do stand part of the Bill ”.

The clause was put and carried.

Clause 26.

MR. SPEAKER : The motion is—

“ That Clause 26 do stand part of the Bill ”.

SRI S. LAZAR : Sir, I move the following amendment :—

For the clause, substitute the following :—

“ 26. Any order for the eviction of a tenant passed under this Act shall be binding on all sub-tenants provided that such order was not obtained by fraud or collusion ”.

SRI T. T. DANIEL : I second the amendment, Sir.

MR. SPEAKER : The Clause and the amendment are before the House for discussion.

SRI S. LAZAR : I object to the insertion of the words “ who were made parties in the application for eviction ” in lines 3 and 4 of Clause 26. This Clause deals with cases where sub-tenants will be made liable or will be bound by an order against a tenant. The Clause states that any order for eviction of a tenant passed under this Act shall be binding on all sub-tenants who were made parties in the application for eviction. That is how it is stated. Under the present Bill sub-tenants who were made parties in the application for eviction will be bound by the order of eviction. I say, Sir, this will go against the very spirit of earlier portions of the Bill. I would like to invite the attention of the Hon. Minister to a judgment of the High Court in connection with the Tenants' Protection Act. The High Court has said that any order against a tenant is binding on sub-tenants also. That is the latest decision.

17th August 1960]

[Sri S. Lazar]

So also here any order against the tenant will be binding on sub-tenant whether he is a party to the proceeding or not. By inserting the words "who were made parties in the application for eviction" in the Clause I think we will be making a big mistake. It will be against the very spirit of the entire Bill. Therefore I submit that the words, viz., "who were made parties in the application for eviction" should be deleted.

THE HON. SRI C. SUBRAMANIAM : The point for consideration is whether sub-tenancy is valid or not. If sub-tenancy is permissible under the contract then naturally that sub-tenant will have to be a party and the order would be binding on him. If the sub-tenancy is not permissible under contract, then it is a different cause of action and quite a different thing. It is not recognised under law. That is one aspect.

The second aspect is about sub-tenants who come later on. Even in these cases where sub-tenants are permitted under the contract or customs, then it is a question whether they are bound by the order of eviction. We say that even those sub-tenants are bound by the order of eviction and could be evicted as if they were party to proceedings, provided that such order was not obtained by fraud or collusion. After filing of the application for eviction, no proceedings could be taken on subsequent parties coming into the picture.

MR. SPEAKER : I want to know whether Sri Lazar is pressing his amendment.

SRI S. LAZAR : I am not pressing, Sir.

The amendment of Sri S. Lazar, was by leave, withdrawn.

The clause was put and carried.

Clauses 27, 28 and 29 were put and carried.

Clause 30.

MR. SPEAKER : The motion is—

"That clause 30 do stand part of the Bill".

THE HON. SRI V. RAMAIAH : Sir, I move—

(i) in the heading, for the word "buildings", *substitute* the words "residential buildings";

(ii) in the opening paragraph, for the words "any building", *substitute* the words "any residential building."

(iii) in sub-clause (i), *add* the word "or" at the end.

SRI N. K. PALANISAMI : Sir, I move the following amendment :—

In item (ii), for the words "250 rupees, *substitute* the words "300 rupees for residential and 600 rupees for non-residential buildings."

[17th August 1960]

SRI M. KALYANASUNDARAM : I second it, Sir.

MR. SPEAKER : The Clause and the amendments are before the House for discussion.

* SRI N. K. PALANISAMI : நான் கொடுத்திருக்கக் கூடிய திருத்தத்தில் புதிய கட்டிடங்களுக்கு சர்க்கார் ஏன் விதிவிலக்கு கொடுத்திருக்கிறார்கள் என்று தெரியவில்லை. அம்மாதிரி கொடுக்கக்கூடாது என்பதுதான் நான் கோருவது. இந்த மசோதாவின் நோக்கம் டெனென்டுகளுக்கு பாதுகாப்புக் கொடுப்பது, லாண்டு லாந்து அதிகப்படியான வாடகை வாங்காமல் இருப்பது, டெனென்டுகள் இதுவரையிலும் அனுபவித்துக்கொண்டிருக்கிற செளகரியங்களை இனியும் அனுபவிக்க பாதுகாப்பு அளிப்பது ஆகியவைதான். இந்த அடிப்படையில்தான் இந்த மசோதா கொண்டுவரப்பட்டிருக்கிறது. ஆனால் புதிய கட்டிடங்களுக்கு இதில் இருந்து விதிவிலக்குக் கொடுக்கப் பட்டிருக்கிறது. ஆகவே புதிய வீட்டில் குடியிருக்கிறவர்கள், பழைய வீட்டில் குடியிருக்கிறவர்கள் ஆகிய இரண்டு பேர்களுக்கும் வித்தியாசம் ஏற்படுகிறது. பழைய வீட்டில் குடியிருப்பவர்கள் இந்தச் சலுகையை எல்லாம் அனுபவிக்க, புதிய வீட்டில் குடியிருப்பவர்களுக்கு இவை எல்லாமல் போகிறது. சர்க்கார் சொல்லலாம், புதிய கட்டிடங்களுக்கு விலக்கு அளிப்பதால்தான் எல்லோரும் உற்சாகத்தோடு அதிக கட்டிடங்கள் கட்ட முன்வருவார்கள் என்று. ஆனால் பத்து வருஷ காலத்தில் மிக அதிகமாக கட்டிடங்கள் கட்டப்பட்டிருக்கின்றன. எத்தனையோ புரங்கள் புதிதாக ஏற்பட்டிருக்கின்றன. ஆகவே இனிமேலும் இந்தமாதிரியாக புதிய கட்டிடங்களுக்கு விலக்கு அளிக்கக்கூடாது என்பது என் அபிப்பிராயம். புதிய கட்டிடங்களில் இருப்பவர்கள், பழைய வீட்டில் இருப்பவர்கள் ஆகிய இரண்டுபேர்களுக்குள்ளும் தாரதம்மியம் இருக்கக்கூடாது. இந்தச் சட்டத்தினால் விளைகிற அனுகூலங்களை எல்லா டெனென்டுகளும் அனுபவிக்க வேண்டும்.

இன்னொன்று. ரூ. 250-க்குமேல் விதிவிலக்கு என்றால் ரூ. 200 வாடகை உள்ள கட்டிடங்களுக்கு எல்லாம் உடனடியாக ரூ. 250 வாடகையாக உயர்த்திவிடுவார்கள். ஆகவே இந்த விமரிசை ரூ. 300 ஆக உயர்த்தவேண்டும் என்பதும் என் நோக்கம். இந்தச் சட்டத்தில் இருந்து தப்பித்துக்கொள்வதற்குரிய வழி வகையைக் குறைக்க வேண்டும். அதே மாதிரி நான்-ரெஸிடென்ஷியல் கட்டிடத்திற்கு 600 ரூபாய் வரையில் உச்ச வரம்பு கொடுக்கலாம். அதற்குமேல் வேண்டுமானாலும் விதிவிலக்குக் கொடுக்கலாம் என்று நான் திருத்தம் கொடுத்திருக்கின்றேன். இதை ஏற்றுக்கொள்ளுமாறு நான் கேட்டுக் கொள்கிறேன்.

11-00
a.m.

SRI M. KALYANASUNDARAM : கனம் சபாநாயகர் அவர்களே, இந்த விதிவிலக்கு கொடுப்பதை நான் ஆட்சேபிக்கிறேன். புதிய கட்டிடங்கள் வாடகைக்கு விடவேண்டும் என்ற நோக்கத்தோடுதான் கட்டப்படுகின்றன. புதிய கட்டிடங்களில்

17th August 1960] [Sri M. Kalyanasundaram]

குடியிருப்போருக்கு தாங்கள் இஷ்டப்படி வாடகைக்கு விடுவதற்கு தங்கள் இஷ்டப்படி உயர்த்துவதற்கு சந்தர்ப்பம் ஏற்படும். இதன் விளைவாக ரகசிய வாடகை, சட்டபூர்வமான வாடகை என்று இரு முறையை சொந்தக்காரர்கள் கையாள நேரிடும். புதிய கட்டிடங்களுக்கு ஒரு நிலை, பழைய கட்டிடங்களுக்கு ஒரு நிலையாக பிரிக்கக்கூடாது. ஒரு பகுதியினருக்கு மாத்திரம் விதிவிலக்குக் கொடுத்து மற்றொரு பகுதியினருக்கு பாதகம் ஏற்படும்படி செய்யக்கூடாது. ஆகையால் அரசாங்கம் கொண்டுவந்திருக்கும் இந்தத் திருத்தத்தை நான் ஆட்சேபிக்கிறேன்.

* SRI V. K. RAMASWAMY MUDALIYAR: கனம் சபாநாயகர் அவர்களே, கண்ட்ரோல்களை எல்லாம் படிப்படியாக நீக்கவேண்டுமென்று சொல்லுகிற காலத்தில், ஸ்ரீ கல்யாண சுதந்தரம் சொல்வதானது கட்டுப்பாடுகளை இன்னும் அதிகரிக்க தூண்டுவதுபோல் இருக்கிறது. ஆகையால் அவர்கள் கொண்டு வரும் திருத்தத்தை அவர் கொண்டுவராமல் இருப்பது நல்லது. அதேசமயத்தில் அரசாங்கம் கொண்டுவந்திருக்கும் திருத்தம் இருந்தால் நல்லது என்று சொல்ல விரும்புகிறேன்.

SRI V. SANKARAN: Sir, only one thing I want to say is the circumstances and conditions prevailing in the mofussil places and in the City of Madras are not the same. At least the buildings in the mofussil, viz., residential and non-residential should be treated different by from the buildings at Madras. Probably, it may be reasonable to impose an exemption limit of Rs. 250 or Rs. 400 at Madras. As far as I know in the mofussil there is no house fetching so much rent.

MR. SPEAKER: What about the Government amendment?

THE HON. SRI C. SUBRAMANIAM: I would like the hon. Members not to press the amendments moved, i.e., making distinction between residential and non-residential. As far as the new buildings are concerned, I would like to move the following amendment.

Sir, I move—

For clause 30, substitute the following:—

“30. Act not to apply to certain buildings.—Nothing contained in this Act shall apply to—

(i) any building the construction of which was, after the date of the commencement of this Act, completed and notified to the local authority concerned, or

(ii) any residential building the rental value of which, on the date of the commencement of this Act, as entered in the property tax assessment book of the municipal council, district board, panchayat or panchayat union council or the Corporation of Madras, as the case may be, exceeds two hundred and fifty rupees per mensem, or

[Sri C. Subramaniam] [17th August 1960]

(iii) any non-residential building the rental value of which, on the date of the commencement of this Act, as entered in the property tax assessment book of the municipal council, district board, panchayat or panchayat union council or the Corporation of Madras, as the case may be, exceeds four hundred rupees per mensem."

I think there was general agreement with regard to Rs. 400, even though I indicated Rs. 500. That is why I have now put Rs. 400 in the amendment. I do not think as far as the new buildings are concerned we should make a distinction between residential and non-residential. A point was raised by Sri M. Kalyanasundaram why control should not be applied to future buildings also. We have taken into account that we should have as much building activity as possible in future. If these restrictions are placed, I have no doubt many people would not come forward in putting up new buildings particularly at huge cost, etc. They would go in for other investments which may give them better return than 6 per cent. This would also result in pushing up prices. When there is no building activity they would purchase buildings for higher prices. This would also push up the prices of the existing buildings. On the other hand, it should be our endeavour to see that there is as much increased activity as possible in the building sector. As a matter of fact, if the hon. Members look into the draft Third Plan, it envisages an investment of Rs. 1,200 crores in building activities alone in the public and private sectors. If that is our aim, I think, we should place no restrictions in building activity in future. It is enough to have controls on the existing buildings. Therefore, I would appeal to Mr. Kalyanasundaram not to press his point of view in the interest of the building activity.

The amendments of the Hon. Sri V. Ramaiah and Sri N. K. Palanisami were, by leave, withdrawn.

Mr. SPEAKER : The question is—

For clause 30, substitute the following:—

" 30. Act not to apply to certain buildings.—Nothing contained in this Act shall apply to—

(i) any building the construction of which was, after the date of the commencement of this Act, completed and notified to the local authority concerned, or

(ii) any residential building the rental value of which, on the date of the commencement of this Act, as entered in the property tax assessment book of the municipal council, district board, panchayat or panchayat union council or the Corporation of Madras, as the case may be, exceeds two hundred and fifty rupees per mensem, or

(iii) any non-residential building the rental value of which, on the date of the commencement of this Act, as entered in the property tax assessment book of the municipal council,

17th August 1960]

[Mr. Speaker]

district board, panchayat or panchayat union council or the Corporation of Madras, as the case may be, exceeds four hundred rupees per mensem."

The amendment was put and carried.

The clause as substituted was put and carried.

Clauses 31 and 32 were put and carried.

Clause 33.

MR. SPEAKER: The motion is—

'That clause 33 do stand part of the Bill.'

SRI N. K. PALANISAMI: Sir, I move—

In sub-clause (2), items (a) and (b), for the words "be punishable with . . . one thousand rupees", substitute the words "be punishable with six months imprisonment or fine, which may extend to one thousand rupees or both."

In sub-clause (3), items (a) and (b), for the words, "be punishable with . . . one thousand rupees", substitute the words "be punishable with six months imprisonment or fine, which may extend to one thousand rupees or both."

The amendment were duly seconded.

SRI S. LAZAR: Sir, I move—

For sub-clause (1), substitute the following:—

"(1) If any person contravenes any of the provisions of sub-sections (1), (2), (4), (5) and (8) of section 3, sub-sections (1) (a) and (2) (a) of section 7 and section 8, he shall be punishable with a fine to the extent of one thousand rupees."

The amendment was duly seconded.

MR. SPEAKER: The clause and the amendments are before the House for discussion.

* SRI N. K. PALANISAMI: கனம் சபாநாயகர் அவர்களே வீட்டுக்குச் சொந்தக்காரர்கள் குடியிருப்போருக்கு கொடுக்கப்பட்டிருக்கும் அமெனிடீஸ் அதாவது மின்சார வசதி, குழாய் வசதி முதலியவைகளை நிறுத்தம் செய்தால் 50 ரூபாய் அபராதம் என்று இருக்கிறது. ரெஸ்டோர் பண்ணைம் இருந்தால் 50 ரூபாய் கட்டவேண்டுமென்று இருக்கிறதே தவிர ரெஸ்டோர் செய்யத் தவறினால் அதற்குத் தகுந்த தண்டனை விதிக்கவில்லை. ஏற்கெனவே இதே செக்ஷன்தான் பழைய சட்டத்திலும் இருக்கிறது. ஆனால் இதுவரையிலும் அந்தச் சட்டத்தின் கீழ் தண்டிக்கப்பட்டார்கள். ஆகையால் பழைய சட்டத்தில் இருக்கக்கூடியதே இருக்கவேண்டும் என்பது என்னுடைய நோக்கம்.

[17th August 1960]

SRI S. LAZAR: Mr. Speaker, one of the purposes of my amendment is that any breach of Clause 8 should also be made an offence under this clause punishable with a fine of Rs. 1,000. Because under Clause 8 a duty is cast upon the landlord to issue a receipt to the tenant when he pays the rent. The clause reads "Every tenant who makes a payment on account of rent or advance shall be entitled to obtain a receipt in the prescribed form for the amount paid duly signed by the landlord or his authorized agent." Sir, the purpose of any such legislation or rather casting any such burden on anybody is to see that it is possible of being implemented. Suppose the landlord does not issue the receipt, what is the remedy? It is only for the purpose of implementing provisions like these a penal clause is provided. But unfortunately in Clause 33 no provision has been made for any breach of the nature which I just now indicated. If a landlord does not give a receipt or even refuses to give a receipt, then there is no remedy at all. It is of course provided that he can send the rent by money order. Should we not provide a penalty clause for enforcing a provision that the landlord must issue a receipt. If we are not going to provide any penalty for that, let us not have a clause just to express our pious wish. Pious wishes need not have any provision of law. That is my submission.

Then I have also stated that the latter portion of this clause, viz.—

"any order under sub-section (3) of section 10. or sub-section (3) of section 17 or any of the conditions in the notifications issued under section 29" should be deleted. Under sub-section (3) of section 10 provision has been made that a landlord can get possession of a building for his own personal occupation or for the occupation of his son. That is the present section as we have accepted. If that is so, any breach of that section, i.e., where any order under sub-section (3) is not obeyed, he is made punishable with fine which may extend to Rs. 1,000. Sir, this will be an unnecessary burden. Because a provision has already been made for breaches of such duties. If the man does not vacate, we have provided that he can be forcibly evicted by means of courts and so also, a landlord can enter into possession by means of courts and so also, a landlord can enter into possession by means of executing the decree. When we have made specific provision to implement the provisions of a particular section, I do not see why we must provide a penalty for all these small things.

Then, Sir, under sub-section (3) of section 17, if the tenant satisfies the Controller that the amenities were cut off, provision has been made to restore the amenities immediately. Under this sub-section the Controller has been empowered to pass an order that the landlord should immediately restore the amenities and if he fails to do that, there is a further provision that he may be compelled to do that. The tenant himself can carry out the repairs and deduct the amount from the rent due to the landlord. Even

17th August 1960]

[Sri S. Lazar]

the authorised officer or Controller can effect the repairs and deduct the amount from the rent due to the landlord. When we have made these provisions, I do not see why any penal provisions should be made in such cases which will be highly sweeping.

Then, under section 29 the Government can impose certain conditions whenever they release any building from the application of the provisions of this Act. If there is going to be a breach of those conditions, we can provide that the moment a breach occurs, this exemption will go. That will freely serve the purpose which we want to have under this Act. When such is the possibility, I do not see even in such cases why we should provide for penal provision, rather putting the landlord to this extreme punishment of being prosecuted and standing before the Court for breach of any of the conditions that may be prescribed by the Government. The best way of seeing that a man follows the conditions and other rules and regulations prescribed by the Government will be to provide that this exemption will go. I cannot imagine a higher punishment than this. If a building has been specifically exempted and if he were to contravene a particular condition, the biggest punishment will be to have this exemption removed and not to impose any penalty on the particular landlord. So, I submit that my amendment may be accepted. These are highly necessary as a result of the earlier provisions of this Act.

THE HON. SRI C. SUBRAMANIAM: Sir, there is a small printing mistake in Clause 33 "If any person contravenes any of the provisions of sub-sections (1), (2), (4), (5) and (8) of section 3, sub-sections (1) (a) and (2) (a) of section . . ." There is omission of the number of the section there. It should be "section 7." It is a printer's mistake.

As regards the point of view expressed by Sri N. K. Palanisami that we should provide for punishment with imprisonment, this matter was fully considered in the Select Committee and we thought imprisonment was not necessary. Therefore, we have provided only for a sentence of fine. Therefore, I am unable to accept his suggestion.

With reference to Sri Lazar's point that for non-issue of receipts we should provide for a penalty, I do not think we should make too many offences here. That is why we have taken into consideration what the provisions are with reference to which penalties should be provided and we have taken into account the major provisions and we have indicated them there. I do not think we should make landlords or even tenants go to courts for all sorts of flimsy things. The provisions are there and they could be enforced. Therefore, I am unable to accept any of the amendments. As already stated, the figure '7' may be included. I move—

"In Clause 33, sub-clause (1), line 3, after the word 'section', insert the figure '7'."

[17th August 1960]

SRI S. LAZAR : May I know from the Hon. Minister how he is going to enforce sub-section (1) of section 8, viz.—

“ Every tenant who makes a payment on account of rent or advance shall be entitled to obtain a receipt in the prescribed form for the amount paid duly signed by the landlord or his authorized agent.”

How are we going to enforce this provision?

THE HON SRI C. SUBRAMANIAM : If no receipt is given, no payment will be made. Then he will be sending the rent perhaps by money order or by some other means. Therefore, I do not think we should provide for all these small things penatly provisions.

The amendments of Sri N. K. Palaniswamy were put and lost.

The amendment of Sri S. Lazar was, by leave, withdrawn.

MR. SPEAKER : The question is—

“ In Clause 33, sub-clause (1), line 3, after the word ‘ section ’, insert the figure ‘ 7 ’.”

The amendment was put and carried.

The Clause, as amended, was put and carried.

Clause 34.

MR. SPEAKER : The motion is—

“ That Clause 34 do stand part of the Bill ”.

SRI V. SANKARAN : Sir, I move—

“ In sub-clause (2) (d), after the word “ orders ” insert the words “ and orders of dismissal for default ”.

The amendment was duly seconded.

SRI N. K. PALANISAMI : Sir, I move—

“ In sub-clause (3), for the words “ be punishable with . . . one thousand rupees ”, substitute the words “ be punishable with six months imprisonment or fine, which may extend to one thousand rupees or both.”

The amendment was duly seconded.

MR. SPEAKER : The Clause and the amendments are before the House for discussion.

SRI V. SANKARAN : Clause 34 empowers the Government to make rules in respect of the various provisions of the Act, Sub-Clause (d) gives powers to the Government for framing rules for setting aside ex-parte orders passed under this Act. I have moved an amendment to include the words “ and orders of dismissal for default ”.

17th August 1960]

THE HON. SRI C. SUBRAMANIAM : I am accepting the amendment of the hon. Member Sri V. Sankaran.

MR. SPEAKER : Is the Hon. Minister going to reply to Sri N. K. Palanisami's amendment?

THE HON. SRI C. SUBRAMANIAM : No.

MR. SPEAKER : The Hon. Minister has given the hon. Member the answer against imprisonment in the previous amendment.

The amendment of Sri N. K. Palanisami was put and lost.

MR. SPEAKER : The question is—

“ In sub-clause (2) (d), after the word “ orders ” insert the words “ and orders of dismissal for default ” ”

The amendment was put and carried.

The Clause, as amended, was put and carried.

Clause 35 was put and carried.

Clause 36.

MR. SPEAKER : The motion is—

‘ That Clause 36 do stand part of the Bill. ’

THE HON. SRI V. RAMAIAH : Sir, I move the following amendment :—

‘ Omit clause 36 ’

MR. SPEAKER : Generally it is an accepted principle that no amendment to omit a clause, that is, an amendment which has a negative effect, is permitted. So I shall put the clause to vote and let the House give its verdict on it.

The question is—

‘ That Clause 36 do stand part of the Bill. ’

The Clause was put and lost.

Clauses 37 to 40.

THE HON. SRI V. RAMAIAH : Sir, I move the following amendment—

‘ Renumber Clauses 37 to 40 as Clauses 36 to 39 respectively. ’

The amendment was put and carried.

Clause 37 renumbered as 36.

MR. SPEAKER : The motion is—

‘ That Clause 37 renumbered as 36 do stand part of the Bill. ’

[17th August 1960]

THE HON. SRI V. RAMAIAH : Sir, I move the following amendment—

‘ In clause 37 renumbered as 36, for sub-clause (b), substitute the following sub-clause, namely :—

“ (b) for carrying out any sentence passed or decision given by any Court or other authority in exercise of any such jurisdiction or power as aforesaid ”.’

MR. SPEAKER : The question is—

‘ In clause 37 renumbered as 36, for sub-clause (b), substitute the following sub-clause, namely :—

“ (b) for carrying out any sentence passed or decision given by any Court or other authority in exercise of any such jurisdiction or power as aforesaid ”.’

The amendment was put and carried.

Clause 37 renumbered as Clause 36 and as amended was put and carried.

Clause 38 renumbered as Clause 37 was put and carried.

Clause 39 renumbered as Clause 38 was put and carried.

Clause 40 renumbered as Clause 39 was put and carried.

Clauses 13 and 16.

THE HON. SRI C. SUBRAMANIAM : Sir, before going to Clause 1, I wish to reopen clauses 13 and 16 which we have already passed.

Sir, I move—

The amendment was put and carried.

The motion was put and carried and clauses 13 and 16 were reopened.

THE HON. SRI C. SUBRAMANIAM : Sir, since we have taken a decision to include non-residential buildings within the purview of this Bill, the Government amendment (No. 49) to sub-clause (2) of Clause 13 will not be necessary. Therefore, I move—

‘ That the amendment (already passed) to sub-clause (2) of Clause 13 be deleted.’

MR. SPEAKER : The question is—

‘ That the amendment (already passed) to sub-clause (2) of Clause 13 be deleted.’

The motion was put and carried.

Clause 13 as amended was put and carried.

THE HON. SRI C. SUBRAMANIAM : Sir, The same is the case with regard to Clause 16. I move—

‘ That the amendment (already passed) to sub-clause (2) of Clause 16 be deleted.’

17th August 1960]

MR. SPEAKER: The question is—

‘That the amendment (already passed) to sub-clause (2) of Clause 16 be deleted.’

The motion was put and carried.

Clause 16, as amended, was put and carried.

Clause 1 and the Preamble.

MR. SPEAKER: The motion is—

‘That clause 1 and the Preamble do stand part of the Bill.’

THE HON. SRI V. RAMAIAH: Sir, I move the following amendment:—

‘In the long title and Preamble, after the words “of residential”, insert the words “and non-residential”.’

SRI M. KALYANASUNDARAM: Sir, I move the following amendment.

‘In sub-clause (3), for the word “three” substitute the word “five”.’

The amendment was duly seconded.

MR. SPEAKER: Now the clause, the Preamble and the amendments are before the House for discussion.

SRI M. KALYANASUNDARAM: கனம் சபாநாயகர் அவர்களே, இப்போது இதில் சொல்லப்பட்டிருப்பது, இந்தச் சட்டம் மூன்று வருடங்களுக்கு இருக்க வேண்டுமா அல்லது ஐந்து வருடங்களுக்கு இருக்கவேண்டுமா என்பது தான். இதில் சர்க்காருக்கு தேவைப்படும்பொழுது எந்த நகரத்திற்கும் விஸ்தரிப்பதற்கும், அல்லது சேர்க்கப்பட்டிருக்கும் நகரங்களுக்கு விதிவிலக்கு கொடுப்பதற்கும் அதிகாரம் கொடுக்கப்பட்டிருக்கிறது. ஆகவே ஐந்து வருடங்களுக்கு நீடித்து வைத்திருக்க வேண்டும் என்பது என் அபிப்பிராயம். அதற்காகத்தான் என்னுடைய திருத்தத்தை கொடுத்திருக்கிறேன். இம்மாதிரியான சட்டம் எப்போதும் இருக்கவேண்டும் என்பதல்ல, குறைந்தது இந்தச் சட்டம் ஐந்து வருடங்களுக்கு நீடித்தால், அதன் மூலம் வீட்டு நெருக்கடிகள் எல்லாம் குறையும் என்று நம்புகிறேன். சர்க்கார் கருதுகிறபடி நிலைமை சீர்படவில்லை யென்றால், மூன்று வருடங்களுக்குப் பின்னால் ஒரு திருத்தம் கொண்டு வந்து நீடித்து வைத்திருப்பார்கள். அவ்வித மில்லாமல் இப்போதிருந்தே ஐந்து வருடங்களுக்கு என்று ஏற்படுத்திவிட்டால் நல்லது என்பது என் அபிப்பிராயம். இந்த 5 வருட காலத்திற்குள் சர்க்கார் துரிதமாக நடவடிக்கை எடுத்து அதிகமான கட்டிடங்கள் கட்டுவதற்கு நடவடிக்கை எடுக்க வேண்டும். குறிப்பாக நான் அரசாங்கத்திற்கு கட்டிக் காட்ட விரும்புவது, அவர்களில், இலாகாக்களில் வேலை செய்கின்றவர்களுக்காவது துரிதமாக வீடுகள் கட்டி கொடுக்க

[Sri M. Kalyanasundaram] [17th August 1960]

வேண்டும் என்று கேட்டுக்கொள்கிறேன். இதில் எனக்கு தோன்றக்கூடிய யோசனை ஒன்று, தனிப்பட்ட முதலாளிகள் இன்டஸ்ட்ரியல் ஹௌஸிங் ஸ்கீம்-ன் கீழ் தொழிலாளர்களுக்கு வீடுகள் கட்டிக் கொடுப்பதற்காக சர்க்கார் கடனும் மான்யமும் கொடுத்து வருகிறார்கள். ஆனால் அதை பலரும் பெற்றுக் கொள்ளத் தவறிவிடுவதால், இதற்காக ஒதுக்கப்படும் தொகையை சர்க்கார் ஏற்றுக்கொண்டு சர்க்கார் இலாகாக்களில் வேலை செய்பவர்களுக்குக் கட்டிடம் கட்டிக் கொடுத்தால் நல்லது. இதற்காக இந்தச் சட்டத்தை ஐந்து வருடங்களுக்கு நீடித்து வைத்திருக்கவேண்டும் என்று கேட்டுக்கொள்கிறேன். அதற்காக கொடுக்கப்பட்டிருக்கும் என் திருத்தத்தை ஏற்றுக் கொள்ள வேண்டுமென்று கேட்டுக்கொள்கிறேன்.

SRI N. K. PALANISAMI: Sir, the title of the Bill is long and the words 'residential and non-residential' can be omitted. As it is, the Long Title says—

'A Bill to amend and consolidate the law relating to the regulation of the letting of residential . . . buildings and the control of rents of such buildings and the prevention of unreasonable eviction of tenants therefrom in the State of Madras.'

11-30
a.m.

THE HON. SRI C. SUBRAMANIAM: The main point referred to by Sri M. Kalyanasundaram is that the duration of the present legislation should be extended to five years instead of three years as at present indicated in the Bill. Whether we should have control of buildings is a matter of policy decision which will have to be taken by Government from time to time. I do not think it is advisable to set a period of five years from now on for the present legislation. A new Government would come into being after the next general elections, which might be held two years from now. Therefore the present period of three years is a reasonable period. The Government of the day (after three years from now) would take into consideration various matters and may, if necessary tighten some provisions for the purpose of control or might come to a conclusion that control might be taken away. It is for that Government which would come into existence after the next general elections to review the whole position obtaining at that time and take necessary decisions which they might deem fit. So I do not think we could extend the present period fixed, viz., three years to five years. Three years is a reasonable period.

MR. SPEAKER: The question is—

"In sub-clause (3), for the word "three", substitute the word "five".

The amendment was put and lost.

MR. SPEAKER: The question is—

"In the long title and Preamble, after the words "of residential", insert the words "and non-residential".

17th August 1960]

[Mr. Speaker]

The amendment was put and carried.

Clause 1 and the Preamble, as amended, were put and carried.

THE HON. SRI V. RAMAIAH : Sir, I move—

“ That the Madras Buildings (Lease and Rent Control) Bill, 1959 (L.A. Bill No. 20 of 1959), as amended, be passed ”.

MR. SPEAKER : Motion moved—

“ That the Madras Buildings (Lease and Rent Control) Bill, 1959 (L.A. Bill No. 20 of 1959), as amended, be passed ”.

SRI V. K. RAMASWAMY MUDALIYAR : Mr. Speaker, Sir, I have suggested that 6 per cent fixation of gross value was not correct and that it should be enhanced to 9 per cent. I thought that even though they might not accept 9 per cent, as a compromise, Government would accept $7\frac{1}{2}$ per cent return on gross value in view of the increased cost of maintenance and unforeseen accidents like fire, etc. But Government have not done like that.

With regard to sub-tenancy, I may make a suggestion that Government should construct quarters for all their officers. They should be very severe with the tenants who resort to leasing out the buildings to sub-tenants. There are many cases wherein even though the parties have approached the Courts, it takes a long time to get decision from Courts. Further, Government should make it a point to entrust the work of fighting out this evil to Sub-Inspectors of Police. Unless some strong action is taken I think this kind of leasing out to sub-tenants will go on indefinitely.

There has been a good deal of delay in the disposal of cases. That is the universal complaint everywhere. Government must issue instructions to the officers concerned to see to the speedy disposal of these cases. Both parties may go on asking for adjournment. Still Government should see that speedy disposal of these cases takes place and a time-limit for each case to be disposed of, should be fixed. Otherwise, there will be no end to this kind of litigation. Cases will go on indefinitely. That is one point.

The Hon. Minister promised to examine the whole question after some time to find out whether this control should be continued or not. The policy should be to relax control as much as possible and also to see that more houses come up at the same time. They must give incentive to private people to build more houses and further they must give them all facilities by way of loans and acquiring lands just as is now done through City Improvement Trust organisation. This is not all. Government should try to acquiring lands just as is now done through City Improvement more and more houses are built there. There is one rumour that the Collector of Madras so far as Madras City is concerned will be entrusted with the work of accommodation, if that is feasible. After the present incumbent retires, Government must examine the whole question in detail and see whether one judicial officer will

[Sri V. K. Ramaswamy Mudaliyar] [17th August 1960]

not be sufficient to look after both the work of Accommodation Controller and Rent Controller. That point may be gone into by Government.

I would request Government to see that their officers are housed in big buildings. We find officers of Government being housed in small buildings with the result that they are put to a lot of inconvenience and trouble. Government should consider this question and see how far their officers could be housed in big buildings. As I have already said Government should examine the whole question at the end of the year and see how far it will be possible to relax these controls as early as possible. That is my submission, Sir.

SRI M. KALYANASUNDARAM: ஸார், இந்தச் சட்டத்தை நிறைவேற்றுவது ரொம்பவும் வரவேற்கத் தகுந்தது. சர்க்கார் “ரெஸிடென்ஷியல்”, “நான்-ரெஸிடென்ஷியல்” என்ற வித்தியாசத்தை வற்புறுத்தாமல் இருந்ததையும் நான் வரவேற்கிறேன். இன்னும் கொஞ்ச காலத்திற்கு குடியிருப்பவர்களுக்கு மட்டுமின்றி தொழில் செய்பவர்களுக்கும் பாதுகாப்பு இருக்க வேண்டும் என்பது—வாடகை கட்டிடத்தில் இருப்பவர்களுக்கு பாதுகாப்பு இருக்கவேண்டும் என்பது—மிகவும் அவசியம். இந்தச் சட்டத்தை இயற்றி விட்டதினாலேயே அல்லது இதைக் கடுமையாக அமுல் நடத்துவதினாலேயே இந்தப் பிரச்சனைக்குப் பரிகாரம் தேடியதாக ஆகாது. இந்த வாடகைக் கட்டிடங்களில் குடியிருப்பவர்களுக்கும் கஷ்டம் ஏற்படுகிறது, வீட்டை வாடகைக்கு விட்டிருக்கக் கூடியவர்களுக்கும் கஷ்டம் ஏற்படுகிறது என்று இரு சாராரிடமிருந்தும் புகார் இருந்து கொண்டிருக்கிறது. இதற்கு நிரந்தரமான ஒரு பரிகாரம் வேண்டும். இதற்கு குடியிருப்புக்கு வேண்டிய அளவுக்கு கட்டிடங்கள் வருவது முக்கியமானது. அதற்கு முக்கியமாக மூன்றாவது ஐந்தாண்டுத் திட்டத்தில் அதிகமாக கவனம் செலுத்தப்பட வேண்டும். ஆனால் பிளானிங் கமிஷனின் கொள்கையையும், நம்முடைய அரசாங்கத்தின் கொள்கையையும் பார்க்கும்போது, கட்டிடங்களில் பணத்தைப் போட்டுக் கட்டுவது சரியல்ல என்ற மனோபாவம் இருப்பதாகத் தெரிகிறது. அரசாங்கம் தங்கள் தேவைக்குக் கூட போதுமான கட்டிடங்களை கட்ட முன்வரவில்லை. இன்னும் பல அரசாங்க அலுவலகங்கள் வாடகைக் கட்டிடங்களில் இருக்கின்றன. கொடுக்கப்படும் வாடகையைப் பார்க்கும்போது அந்தக் கட்டிடங்களில் போதுமான வசதிகள் கிடையாது. உதாரணமாக, டைரக்டர் ஆப் ஹரிஜன் வெல் பேர் ஆபீஸிற்கு நான் ஒரு நாள் சென்றிருந்தேன். அதற்கு வாடகை என்ன, வாடகை கொடுக்கப்படும் அளவுக்கு வசதிகள் இருக்கின்றனவா என்று பார்த்தால், அங்கே போதுமான வசதிகள் கிடையாது. பல கட்டிடங்களைப் பார்க்கும்போது இம்மாதிரி போதுமான வசதியில்லாமல் தான் இருக்கின்றது. பல நகரங்களில் கூட சர்க்கார் வாடகைக்கு எடுத்திருப்பதைப் பற்றி புகார்கள் வந்திருக்கின்றன. இதைப் பற்றி சில

17th August 1960] [Sri M. Kalyanasundaram]

சந்தர்ப்பங்களில் நிதி அமைச்சருக்குக் கூட எழுதி அனுப்பியிருக்கிறேன். அவர்களும் விசாரித்துக் கொண்டிருக்கிறார்கள். சர்க்கார் காரியாலயங்களில் வசதிகளுக்கேற்ப கட்டிடங்கள் கட்டப்பட வேண்டியது அவசியம், வாடகைக்கு எடுப்பது அவ்வளவு சரியல்ல. கூட்டுறவு சங்கத்திற்குக் கடன் கொடுத்து கட்டிய கட்டிடங்களையே கூட சில இடங்களில் வாடகைக்கு எடுத்துக்கொள்ளப்படுகிறது. திருச்சியில் தில்லை நகரில் தில்லை நகர் கூட்டுறவு சொஸைட்டியினால் கட்டப்பட்ட கட்டிடங்களை சர்க்காரே வாடகைக்கு எடுத்தார்கள். இம்மாதிரி குடியிருப்பதற்காக கட்டப்படும் கட்டிடங்கள் வாடகைக்கு விடுவதற்காக இருக்கக் கூடாது என்று எடுத்துக்காட்ட விரும்புகிறேன்.

இன்னும் மத்திய சர்க்கார் திட்டத்தின் கீழ்—இண்டஸ்ட்ரியல் ஹௌஸிங் ஸ்கீம், அதாவது தொழிலாளர் கூட்டுறவு வீடு கட்டும் திட்டத்தின் கீழ்—சில திட்டங்கள் வந்திருக்கின்றன. அது வரவேற்கத் தகுந்தது. ஆனால் முதலாளிகளுக்கு வசதி கொடுத்தும் அவர்கள் கட்ட மறுக்கிறார்கள். அதற்கு ஒரு சட்டம் கூட கொண்டு வரவேண்டும் என்பது என்னுடைய அபிப்பிராயம். இதைப் பற்றி ஆலோசனைக் கமிட்டியில் கூட வற்புறுத்திக் கூறியிருக்கிறேன். ஏழை மக்களுக்கு வேண்டிய அளவு உணவு கொடுப்பதற்கு அடுத்தபடியாக வேண்டிய அளவு உடை கொடுப்பது இரண்டாவது தேவை. மூன்றாவது தேவை அவர்கள் இருப்பதற்கு வசதியான கட்டிடங்கள் வேண்டும். இந்த மூன்று தேவைகளும் அடிப்படையான தேவைகள். இந்த மூன்று அத்தியாவசியத் தேவைகளைப் பூர்த்தி செய்யவேண்டியது சர்க்காருடைய பொறுப்பாகும். அப்படிப் பார்க்கும்போது தனிப்பட்ட முதலாளிகளுக்கு 75 சதவீதம் கடன் கொடுத்தாலும் கூட அவர்கள் கட்டிடம் கட்டுவதற்கு முன் வருவதில்லை. இதன் விளைவாக என்ன ஆகிறது? பல இடங்களில் வீடு என்று சொல்ல லாயக்கில்லாத சிறு சிறு கட்டிடங்களில் அதிகமான அளவுக்கு வாடகை கொடுத்துக் கொண்டு ஜனங்கள் கஷ்டப்படுகிறார்கள். ஆகையினால்தான் பஞ்சப்படி போதாது, சம்பளம் போதாது என்ற கிளர்ச்சிகள் எல்லாம் வருகிறது. கட்டிடங்கள் கட்டுவதற்கு அதிகமான அளவில் ஊக்கம் கொடுக்க சர்க்கார் நடவடிக்கை எடுத்துக் கொள்ளவேண்டும். இதில் நம்முடைய சர்க்காருடைய நடவடிக்கை குறைபாடு உடையதாக இருக்கிறது. அதில் வருமானம் கிடையாது, பணத்தை அந்நில் போடுவதில் பயன் இல்லை யென்று சொல்வது நிதியமைச்சர் அவர்களுடைய சொந்தக் கருத்தாக இருக்கலாம். இந்தக் கட்டிடங்களைக் கட்டுவதற்குப் போதுமான அளவு நிதியை ஒதுக்கவேண்டுமென்று கேட்டுக் கொள்கிறேன். உற்பத்தி பெருக இதுவும் மிக முக்கியமானதுதான். எதற்காக வீடு வேண்டுமென்கிறோம்? -நாள் பூராவும் வேலை செய்து இழந்த சக்தியை மீண்டும் பெற்று மறுநாள் வேலைக்கு வரக் கூடிய சமயத்தில் நல்ல வலிவோடு வேலைக்கு வரவேண்டுமானால் நல்ல வசதியுடன் கூடிய வீடு இருக்கவேண்டும். இந்நகர் கண்ணோட்டத்தில் பார்த்து குடியிருப்புக்கு அதிகமான தொகையை ஒதுக்க வேண்டுமென்று கேட்டுக் கொள்கிறேன்.

[Sri M. Kalyanasundaram] [17th August 1960]

இந்தச் சந்தர்ப்பத்தில், சர்க்காருக்குச் சொந்தமான காலி நிலங்கள் அதிகமான அளவில் இருப்பதை அமைச்சர் அவர்களுடைய கவனத்திற்குக் கொண்டு வர விரும்புகிறேன். மவுண்ட் ரோடு கவர்ன்மெண்ட் எஸ்டேட்டில் நிறைய காலி யிடங்கள் இருக்கின்றன. சில கோடி ரூபாய் செலவானாலும் பரவாயில்லை, அந்த இடங்களில் ஐந்து அடுக்குக் கட்டிடங்கள் கூடக் கட்டலாம். அந்த இடங்களில் ஐந்தடுக்குக் கட்டிடங்கள் கட்டி வாடகைக்கு விட்டால் அரசாங்கத்திற்கு வருமானம் கூடக் கிடைக்கும். குறிப்பாக முக்கியமான மவுண்ட் ரோடு பகுதியில் சர்க்காருடைய கட்டிடங்களைப் பார்க்க முடியாமல் இருக்கிறது. மத்திய சர்க்கார் காரியாலயங்களுக்காகச் சில நல்ல கட்டிடங்கள் அந்தப் பகுதியில் கட்டப்பட்டிருக்கின்றன. நம்முடைய சர்க்கார் மாளிகையைத் திரும்பிப் பார்த்தால் இடிந்து போன ஒட்டுக் கட்டிடங்கள்தான் கண்களில் படுகின்றன. அந்தப் பகுதிகளில் சர்க்கார் காரியாலயங்களுக்கான கட்டிடங்களைக் கூடக் கட்டலாம். அதனால் சர்க்கார் இன்று கொடுத்து வருகின்ற வாடகைகள் கொடுக்கவேண்டிய அவசிய மிருக்காது. இந்தப் பகுதியில் இந்த மாதிரிக் கட்டிடங்கள் கட்டப்படுவதன் மூலம் அந்த மவுண்ட் ரோடு பகுதியில் உள்ள கவர்ன்மெண்ட் எஸ்டேட் இன்னும் அழகாகக் காட்சியளிக்கும். இந்த யோசனையைச் சர்க்கார் கவனிக்கவேண்டுமென்று கேட்டுக் கொள்கிறேன்.

முக்கியமாக, சர்க்கார் கொள்கையில் மாறுதல் வேண்டும். கட்டிடங்கள் கட்ட போதுமான பணம் ஒதுக்குவது முக்கியம். திட்டங்களுக்கு மட்டுந்தான் முக்கியத்துவம் கொடுக்கவேண்டுமென்ற எண்ணம் அமைச்சர்களுக்கு இருந்து வருகிறது. அந்த எண்ணத்தை ஒரு சிறிது மாற்றிக் கொள்ளவேண்டும். இதற்காக மூன்றாவது ஐந்தாண்டுத் திட்டத்தில் போதுமான நிதி ஒதுக்கவேண்டும். அப்போதுதான் இந்தப் பிரச்சனையைத் தீர்க்க முடியுமே தவிர, இந்த மாதிரிச் சட்டத்தினால் மட்டும் பிரச்சனையைத் தீர்த்து விட முடியாது. இரு சாராரும், வாடகைக்கு இருப்பவர்களும், வாடகை வாங்குபவர்களும் கூக்குரல் போட்டுக் கொண்டுதான் இருப்பார்கள். கண்ட் ரோல் வந்து விட்டது என்று கிளர்ச்சி செய்து கொண்டுதான் இருப்பார்கள். நியாயமான அளவில், அவசியமான காலம் வரை இந்தச் சட்டம் இருக்கவேண்டும் என்பதை எடுத்துக் கூறிக்கொண்டு என்னுடைய பேச்சை முடித்துக் கொள்கிறேன்.

SRIMATHI T. N. ANANDANAYAKI: கனம் சபாநாயகர் அவர்களே, இந்தச் சட்டம் நல்ல பல அம்சங்களுடன் கொண்டு வந்திருப்பது வரவேற்கத்தக்கது. மக்களுடைய நலனுக்காக இந்தச் சட்டத்தைக் கொண்டு வந்ததற்காகக் கனம் அமைச்சர் அவர்களைப் பாராட்டுகையில் நடைமுறையில் உள்ள சில கஷ்டங்களை நான் எடுத்துச் சொல்ல விரும்புகிறேன்.

17th August 1960] [Srimathi T. N. Anandanayaki]

குறிப்பாக, இனிமேல் வீடு கட்டுகின்றவர்களுக்கு இந்தச் சட்டம் அமல் நடத்தப்பட மாட்டாது என்ற அம்சம் மிகவும் வரவேற்கத்தக்கது. அப்போதுதான் புதிதாக வீடுகள் கட்டும் சூழ்நிலை அதிகமாகும். தற்போது வீடுகளைக் கட்டும்போது அதிகமாக பங்களாக்களாகவே கட்டுகிறார்கள். நூற்று ஐம்பது ரூபாய், 200 ரூபாய் வாடகைக்கு விடக்கூடிய அளவுக்குத்தான் வீடுகள் கட்டப்படுகின்றன. நாற்பது ரூபாய், 50 ரூபாய் அளவில் வீடுகள் கிடைக்காமல் மிகப் பெரும்பாலோர் கஷ்டப்படுகிறார்கள். ஆகவே, பெரும் பங்களாக்களைக் கட்டுவதைக் காட்டிலும், சிறு சிறு வீடுகள் கட்டுவதற்கு இன்னும் அதிகமான அளவுக்குச் சலுகைகள் கொடுக்க வேண்டுமென்று கேட்டுக் கொள்கிறேன். இந்த வகையில் நடுத்தர மக்கள்தான் மிகவும் கஷ்டப்படுகிறார்கள்.

அடுத்தபடியாக, வீடு காலியானவுடனே வீட்டுச் சொந்தக் காரர் 10 நாட்கள் நோட்டீஸ் கொடுக்கிறார்கள். சில வீடுகளை “அக்காமடேஷன் கண்ட்ரோலரே” “அலாட்” செய்கிறார். சிலவற்றை அரசாங்கமே எடுத்து அலாட் செய்வதில் காலதாமதம் ஏற்படுகிறது. அந்தப் 10 நாட்களுக்குப் பிறகு “பைல்” அரசாங்கத்திற்கு வந்து, அங்கிருந்து ஆர்டர் அனுப்பி அது குடிதனக்காரரிடம் போய்ச் சேருவதற்குள் 20, 25 நாட்கள் ஆகிவிடுகிறது. அந்த வீடு காலியான நாளில் இருந்து வாடகைக் கொடுக்கக் கடமைப்பட்டிருக்கிறார்கள். அதன் காரணமாக அந்தச் சமயத்தில் இருக்கக் கூடிய வீட்டுக் கான வாடகையும், போகக் கூடிய வீட்டுக்குக் காலியான தேதியில் இருந்து கொடுக்க வேண்டிய வாடகையும் சேர்ந்து இரண்டு மாத வாடகை கொடுக்க வேண்டியிருக்கிறது. ஒவ்வொரு மாதமும் வீட்டு வாடகையையே கொடுக்க முடியாமல் திண்டாடுகிறவர்களிடம் இருந்து இம்மாதிரி வாடகை கொடுக்கும்படி சொல்வது மிகவும் கஷ்டமான நிலைமையாகும். இதற்குப் பதிலாக, அலாட் செய்யப்பட்ட வீடு காலியான தேதியில் இருந்து பாதி வாடகையும், குடி புகுந்த பிறகு முழு வாடகையையும் வசூலித்தால் செளகரியமாக இருக்கும். இதன் காரணமாக நடுத்தர மக்கள் அதிகமான தொல்லைக்கு ஆளாகிற காரணத்தினால் அரசாங்கம் இந்தச் சலுகையை அளிக்க முன்வரவேண்டும். கனம் அமைச்சர் அவர்கள் இதைக் கவனித்து வேண்டிய பரிகாரங்களைச் செய்ய வேண்டுமென்று கேட்டுக்கொண்டு, இந்தச் சட்டத்தைப் பல நல்ல அம்சங்களுடன்—முதலிலே நான் ரெகிட்டுன்சியல் வேண்டாமென்று இருந்தாலும் கூட, பின்னர் மக்கள் அபிப்பிராயத்தின் காரணமாக அதையும் மாற்றிக்கொண்டு ஓரளவு சென்னைக்கு ஏற்ற சட்டத்தை கொண்டுவந்ததற்காக என்னுடைய மனமார்ந்த மகிழ்ச்சியைத் தெரிவித்துக் கொண்டு என்னுடைய பேச்சை முடித்துக் கொள்கிறேன்.

THE HON. SRI V. RAMAIAH: Mr. Speaker, Sir, just now we are passing this measure into law. I would like to personally thank all the hon. Members of this House and also the Members

[Sri V. Ramaiah]

[17th August 1960]

of the Joint Select Committee for showing such a keen interest in evolving a measure which will satisfy every section of the community. There were strong urges from one section or the other. One section was requesting complete removal of all controls and another section was requesting more stringent measures in the Bill. But particularly when we in the Select Committee sat together and with the correct approach to do the maximum good for the maximum number of people we accepted that the present Bill must go through to safeguard the interests of all sections, particularly, what is usually termed as "the middle classes" of the community. In spite of strong views expressed, we were able to evolve a measure which is just enough to make available sufficient number of houses for those who belong to the middle income group. We considered all the difficulties involved in this measure. As a progressive approach we thought that all those buildings which come under the luxury class need not be bothered about and need not be taken into serious consideration. Those buildings may be left to adjustments between the land-lords and tenants as such. As an important step to further development we at first thought that we could take away from the purview of this Bill all non-residential buildings. But immediately there was such an amount of representation and agitation, I should say, which made us reconsider the measure after the Select Committee's decision. We found that it was necessary to bring in that class of buildings which would be of great need to the business community which belongs to the middle class as such. Their case was carefully considered and their grievance has been set right. I again try to stress that we are not very eager to continue this control for ever, as the hon. Member Sri Kalyanasundaram pointed out. The measure came into existence from 1946 onwards. When the measures were brought into effect for the first time, because of war-time conditions there was need for many buildings for Government and army purposes and so, the situation then warranted the necessity for bringing in such a measure. Then immediately an argument was advanced as to why it was continued even after the end of the war. Immediately after the end of the war other situations which arose then necessitated the continuance of its Act and we have been going on extending the same from period to period and every time promising that a comprehensive Bill will be brought. Actually a Bill of this nature should have been brought and passed at least five or six years ago. But it was postponed due to one reason or the other. This was carefully considered actually for a number of years and the importance of continuing this measure was carefully studied. We have decided to continue this measure for the next three years. We thought we must also look into the difficulties which we found in the working of this Act. Many of the amendments which we have introduced in the present Bill all go to do away with many of the difficulties both on the part of the tenants and on the part of the land-lords. The Select Committee also paid very careful attention to remove all small pin-pricks both to the land-lords and to the tenants. In the working of this Act I found that there were two

17th August 1960]

[Sri V. Ramaiah]

extreme types, I should say, both on the side of the landlords and on the side of the tenants, one trying to exploit the other. Probably the number of such persons may be very few. But still they tried to exploit some of the provisions of this Act. Those things had been done away with. I should say that in the Bill as it emerges now there will be definitely less difficulties to be faced both by landlords and tenants.

In the Select Committee we had taken a number of sittings to evolve this very good report. There was a lot of compromise between the view taken by the hon. Member, Sri V. K. Ramaswamy Mudaliyar and that taken by Sri M. Kalyanasundaram. Both these extremes could be brought together. There was a genuine interest that we should evolve a Bill which should be of great use to the largest section of both the tenants and the landlords. There is great stress on the body of the Bill on giving protection or maximum benefit to the middle income group people and I have been always stressing that they should really be helped. I am happy to see that that view has been accepted by the House and the present Bill is coming into effect.

As far as the building programme is concerned, Sir, the hon. Sri Kalyanasundaram was trying to point out that more attention should be paid. I have also heard complaints from other quarters that the Government are taking their building programme very light. If the hon. Members carefully watch the activities of the Government for the last three or four years, they will know that we are definitely taking concrete steps to provide houses for our employees, our officers and also for locating our offices in buildings owned by the Government. Particularly in the Third Five-Year Plan it is our intention that we should have a phased programme to accommodate all Government officers in Government-owned buildings. Even now if the hon. Members look into our building programme, we are putting up buildings to meet the requirements of the Police personnel. In Madras City the Government Press is putting up buildings for its employees and there are a number of other departments which are also putting up buildings for their employees on a small measure. As pointed out, these will have to be accelerated or the number should be increased. We have not completely shut our eyes to the necessity for putting up more and more buildings. I am sure during the Third Five-Year Plan when we put up more and more buildings for Government offices, many buildings will be released to the private sector. We will be in a position to meet at least to some extent the requirements of private industries and private business houses.

In this Bill, we have been very careful to exempt all future constructions. Sri V. K. Ramaswamy Mudaliyar wanted to know what encouragement we have given for the future building activity. I am confident that the provision which we have incorporated in this Bill to exempt all future constructions will definitely increase the fillip for putting up more buildings. Unless such a provision is

[Sri V. Ramaiah]

[17th August 1960]

made, from experience I find, that the tendency for the people will be to go in for buildings already existing. We find that in such transactions the prices are boosted up. The Bill as it stands gives ample support and scope for new builders as such. If it is taken advantage of, particularly we will see in Madras City any number of new buildings coming up. The provision that we will exempt all buildings which come up after the passing of this Act, I am sure, will be taken advantage of by those who are intending to construct new houses.

12-00
noon.

Sir, I am really grateful to the House that they are able to appreciate our approach and accept the Bill as such. Yesterday when we discussed the definition of 'building', the hon. Member said that for fixation of fair rent the site value also should be taken into consideration and expressed some difficulty about it. But if we carefully go through the wording of the Bill, it is definitely clear that it only refers to the site on which the building is constructed. The Hon. the Leader of the House promised to look into the point raised by the hon. Member, Sri Lazar and move amendments if necessary during the third reading of the Bill. Now we find that it is absolutely not necessary and there is no need to reopen the issue. During the last two days I found that a very keen interest has been taken particularly by the lawyer-Members of this House and I am really grateful to the Hon. the Leader of the House for having(?) able to appreciate the points raised with regard to the provisions of this Bill. I am sure, normally a layman like me would not have gone into such details but the Hon. the Leader of the House has really been good enough to sit along with me in this House for the last two days and reply to the points raised by hon. Members of this House and convince them. Particularly when legal pundits raised so many legal points, I really felt that the help which the Hon. the Leader of the House has given me is tremendous and I really thank him for having spared these two days by sitting here and getting through this measure with the biggest support of this House.

MR. SPEAKER : The question is—

'That the Madras Buildings (Lease and Rent Control) Bill, 1959 (L.A. Bill No. 20 of 1959) as amended be passed.'

The motion was put and carried and the Bill as amended was passed.

VII.—GOVERNMENT MOTIONS—cont.

(2) CHANGE OF NON-OFFICIAL DAY INTO OFFICIAL DAY.

THE HON. SRI C. SUBRAMANIAM : Sir, I beg to move—

'That Rule 23 (1) of the Madras Legislative Assembly Rules be suspended and the House do resolve to transact Government business on Thursday the 18th August 1960 and that Saturday, the 20th August 1960 may be allotted for the transaction of Non-official Business.'

The motion was put and carried.